

**Exhibit 2**

**THIRD AMENDED AND RESTATED RMBS TRUST SETTLEMENT AGREEMENT**

This THIRD Amended and Restated RMBS Trust Settlement Agreement is entered into as of September 21, 2012, by and between Residential Capital, LLC (“ResCap LLC”) and its direct and indirect subsidiaries (collectively, “ResCap” or the “Debtors”), on the one hand, and the Institutional Investors (as defined below), on the other hand (the “Settlement Agreement”), and amends and restates in its entirety the Second Amended RMBS Trust Settlement Agreement entered into as of September 17, 2012, by and between ResCap, on the one hand, and the Institutional Investors, on the other hand. Each of ResCap and the Institutional Investors may be referred to herein as a “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, certain ResCap entities were the Seller, Depositor, Servicer and/or Master Servicer for the securitizations identified on the attached Exhibit A (the “Settlement Trusts”);

WHEREAS, certain ResCap entities are parties to certain applicable Pooling and Servicing Agreements, Assignment and Assumption Agreements, Indentures, Mortgage Loan Purchase Agreements and/or other agreements governing the Settlement Trusts (the “Governing Agreements”), and certain ResCap entities have, at times, acted as Master Servicer and/or Servicer for the Settlement Trusts pursuant to certain of the Governing Agreements;

WHEREAS, pursuant to the Governing Agreements, certain ResCap entities have contributed or sold loans into the Settlement Trusts (the “Mortgage Loans”);

WHEREAS, the Institutional Investors have alleged that certain loans held by the Settlement Trusts were originally contributed in breach of representations and warranties contained in the Governing Agreements, allowing the Investors in such Settlement Trusts to seek to compel the trustee or indenture trustee (each, a “Trustee”) to take certain actions with respect to those loans, and further have asserted past and continuing covenant breaches and defaults by various ResCap entities under the Governing Agreements;

WHEREAS, the Institutional Investors have indicated their intent under the Governing Agreements for each Settlement Trust in which the Institutional Investors collectively hold or are authorized investment managers for holders of at least 25% of a particular tranche of the Securities (as defined below) held by such Settlement Trust either to seek action by the Trustee for such Settlement Trust or to pursue claims, including but not limited to claims to compel ResCap to cure the alleged breaches of representations and warranties, and ResCap disputes such claims and allegations of breach and waives no rights, and preserves all of its defenses, with respect to such allegations and putative cure requirements;

WHEREAS, the Institutional Investors are jointly represented by Gibbs & Bruns, LLP (“Gibbs & Bruns”) and Ropes & Gray LLP (“Ropes & Gray”) and have, through counsel, engaged in arm’s length settlement negotiations with ResCap that included the exchange of confidential materials;

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WHEREAS, ResCap filed petitions for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”);

WHEREAS, ResCap and the Institutional Investors have reached agreement concerning all claims of the Settlement Trusts under the Governing Agreements; and

WHEREAS, the Parties therefore enter into this Settlement Agreement to set forth their mutual understandings and agreements for terms for resolving the disputes regarding the Governing Agreements:

**AGREEMENT**

NOW, THEREFORE, after good faith, arm’s length negotiations without collusion, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms:

**ARTICLE I. DEFINITIONS.**

As used in this Settlement Agreement, in addition to the terms otherwise defined herein, the following terms shall have the meanings set forth below (the definitions to be applicable to both the singular and the plural forms of each term defined if both forms of such term are used in this Settlement Agreement). Any capitalized terms not defined in this Settlement Agreement shall have the definition given to them in the Governing Agreements.

Section 1.01 “Bankruptcy Code” shall mean title 11 of the United States Code.

Section 1.02 “Covered Trusts” means the Settlement Trusts listed in Exhibit D hereto and any other Settlement Trusts for which the Institutional Investors in the aggregate hold, and/or are authorized investment managers for holders of, 25% or more of the voting rights in one or more classes of notes, bonds and/or certificates backed by mortgage loans held by the Trusts.

Section 1.03 “Depositor Entity” means, for each individual Settlement Trust, the entity from the following list that the Governing Agreements define as the “Company” for that Settlement Trust, including but not limited to: Residential Funding Mortgage Securities I, Inc., Residential Funding Mortgage Securities II, Inc., Residential Asset Securities Corp., Residential Accredit Loans, Inc., and Residential Asset Mortgage Products, Inc.

Section 1.04 “Direction” shall mean the direction by the Institutional Investors, to the extent permitted by the Governing Agreements, directing any Trustee to take or refrain from taking any action; *provided, however,* that in no event shall the Institutional Investors be required to provide a Trustee with any security or indemnity for action or inaction taken at the direction of the Institutional Investors and the Institutional Investors shall not be required to directly or indirectly incur any costs, fees, or expenses to compel any action or inaction by a Trustee, except that the Institutional Investors shall continue to retain contingency counsel.

Section 1.05 “Effective Date” shall have the meaning ascribed in Section 2.01.

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Section 1.06 “Governmental Authority” shall mean any United States or foreign government, any state or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to the foregoing, or any other authority, agency, department, board, commission, or instrumentality of the United States, any State of the United States or any political subdivision thereof or any foreign jurisdiction, and any court, tribunal, or arbitrator(s) of competent jurisdiction, and any United States or foreign governmental or non-governmental self-regulatory organization, agency, or authority (including the New York Stock Exchange, Nasdaq, and the Financial Industry Regulatory Authority).

Section 1.07 “Institutional Investors” shall mean the authorized investment managers and Investors identified in the attached signature pages.

Section 1.08 “Investors” shall mean all certificateholders, bondholders and noteholders in the Settlement Trusts, and their successors in interest, assigns, pledgees, and/or transferees.

Section 1.09 “Net Losses” means, with respect to any Settlement Trust, the amount of net losses for such Settlement Trust that have been or are estimated to be borne by that trust from its inception date to its expected date of termination, as determined by the Expert (as defined in Exhibit B) in accordance with the methodology described in Exhibit B. For the avoidance of doubt, a loss on a mortgage loan that has been reimbursed or indemnified by reason of applicable policies of mortgage or bond insurance shall be considered a loss on a mortgage loan and included within the calculation of “Net Losses.”

Section 1.10 “Person” shall mean any individual, corporation, company, partnership, limited liability company, joint venture, association, trust, or other entity, including a Governmental Authority.

Section 1.11 “Petition Date” means the date on which ResCap files petitions under chapter 11 of the Bankruptcy Code.

Section 1.12 “Plan” shall mean a chapter 11 plan of reorganization for the Debtors.

Section 1.13 “Purchaser” means Nationstar Mortgage LLC or any other successful bidder for any or all of the Debtors’ mortgage loan origination and servicing platform.

Section 1.14 “Scheduling Order” shall mean the Revised Joint Omnibus Scheduling Order and Provisions for Other Relief Regarding (I) Debtors’ Motion Pursuant to Fed. R. Bankr. P. 9019 for Approval of RMBS Trust Settlement Agreements, and (II) the Trustees’ Limited Objection to the Sale Motion, entered by the Bankruptcy Court on July 31, 2012.

Section 1.15 “Securities” shall mean securities, notes, bonds, certificates, and/or other instruments backed by mortgage loans held by Settlement Trusts.

Section 1.16 “Seller Entity” means, for each Settlement Trust, the entity from the following list that the Governing Agreements define as the “Seller” for that Trust, including but

not limited to: Residential Funding Company LLC (f/k/a Residential Funding Corporation) and GMAC Mortgage LLC (f/k/a GMAC Mortgage Corporation).

## ARTICLE II. SETTLEMENT PROCESS.

Section 2.01 Effective Date. This Settlement Agreement shall be effective immediately except as to the granting of allowed claims to the Accepting Trusts (as defined below in Section 5.01) and the releases set forth herein. The claims allowance and releases shall only be effective, with respect to a specific Accepting Trust on the date on which a Trustee accepts the settlement with respect to such Settlement Trust (the "Effective Date"). However, for the sake of clarity, the Debtors' obligations hereunder are subject to the approval of this Settlement Agreement by the Court.

Section 2.02 Bankruptcy Court Approval. The Debtors (a) orally presented this Settlement Agreement in court on the Petition Date, including the agreed amount of the Total Allowed Claim (as defined below in Section 5.01), and (b) shall comply with the schedule for the approval of this Settlement Agreement set forth in the Scheduling Order. The Trustee for each Settlement Trust may accept the offer of a compromise contemplated by this Settlement Agreement on behalf of such Settlement Trust, within the time set forth in the Scheduling Order, by a writing substantially in the form of acceptance included in the proposed order for approval of this Settlement Agreement to be submitted to the Bankruptcy Court.

Section 2.03 Standing. The Debtors agree that the Institutional Investors are parties in interest in the chapter 11 cases of ResCap for the purposes of enforcing rights and complying with obligations under this Settlement Agreement. The Parties further agree that they will not oppose any effort of the Institutional Investors or any other Investor(s) in seeking status as a party in interest in the Chapter 11 Cases.

## ARTICLE III. REPRESENTATIONS AND WARRANTIES.

Section 3.01 Holdings and Authority. As of May 13, 2012, lead counsel to the Institutional Investors, Gibbs & Bruns, has represented to ResCap that the Institutional Investors have or advise clients who have aggregate holdings of greater than 25% of the voting rights in one or more classes of the Securities issued by each of the Settlement Trusts identified on the attached Exhibit D. Each Institutional Investor represents that (i) it has the authority to take the actions contemplated by this Settlement Agreement, to the extent that it has the authority with respect to any other entities, account holders, or accounts for which or on behalf of which it is signing this Settlement Agreement, and (ii) it holds, or is the authorized investment manager for the holders of, the Securities listed in Exhibit D hereto, in the respective amounts set forth therein by CUSIP number, that such schedule was accurate as of the date set forth for the respective institution, and that since the date set forth for the Institutional Investor, the Institutional Investor has not, in the aggregate, materially decreased the Institutional Investor's holdings in the Securities. The Parties agree that the aggregate amounts of Securities collectively held by the Institutional Investors for each Settlement Trust may be disclosed publicly, but that the individual holdings of the Institutional Investors shall remain confidential, subject to review only by ResCap, the Bankruptcy Court, the Office of the United States Trustee,

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the Trustees, and the official committee of unsecured creditors appointed in the Chapter 11 Cases.

Section 3.02 Holdings Retention. As of May 13, 2012, the Institutional Investors collectively held Securities representing in aggregate 25% of the voting rights in one or more classes of Securities of not less than 290 of the Settlement Trusts. The Institutional Investors, collectively, shall maintain holdings aggregating 25% of the voting rights in one or more classes of Securities of not less than 235 of the Covered Trusts (“Requisite Holdings”) until the earliest of: (i) confirmation of a plan of reorganization, (ii) December 31, 2012, (iii) a Consenting Claimant Termination Event, or (iv) a Debtor Termination Event (as the terms in subsections (iii) and (iv) were defined in the plan support agreement agreed to by the Parties); *provided, however,* that any reduction in Requisite Holdings caused by: (a) sales by Maiden Lane I and Maiden Lane III; or (b) exclusion of one or more trusts due to the exercise of voting rights by a third party guarantor or financial guaranty provider, shall not be considered in determining whether the Requisite Holdings threshold has been met. If the Requisite Holdings are not maintained, ResCap shall have the right to terminate the Settlement Agreement, but ResCap shall not terminate the Settlement Agreement before it has conferred in good faith with the Institutional Investors concerning whether termination is warranted. For the avoidance of doubt, other than as set forth above, this Settlement Agreement shall not restrict the right of any Institutional Investor to sell or exchange any Securities issued by a Settlement Trust free and clear of any encumbrance. The Institutional Investors will not sell any of the Securities for the purpose of avoiding their obligations under this Settlement Agreement, and each Institutional Investor (except Maiden Lane I and Maiden Lane III) commits to maintain at least one position in one of the Securities in one of the Settlement Trusts until the earliest of the dates set forth above. If the Debtor reaches a similar agreement to this with another bondholder group, the Debtor will include a substantially similar proportionate holdings requirement in that agreement as contained herein.

#### **ARTICLE IV. DIRECTION TO TRUSTEES AND INDENTURE TRUSTEES.**

Section 4.01 Direction to Trustees and Indenture Trustees. The relevant Institutional Investors for each Settlement Trust shall, by the time of the filing of a motion to approve this Settlement Agreement, provide the relevant Trustee with Direction to accept the settlement and compromises set forth herein. The Institutional Investors hereby agree to confer in good faith with ResCap as to any further or other Direction that may be reasonably necessary to effectuate the settlement contemplated herein, including filing motions and pleadings with the Bankruptcy Court and making statements in open court in support of the Debtors’ restructuring.

Section 4.02 No Inconsistent Directions. Except for providing Directions in accordance with Section 4.01, the Institutional Investors agree that (i) between the date hereof and the Effective Date, with respect to the Securities issued by the Settlement Trusts, they will not, individually or collectively, direct, vote for, or take any other action that they may have the right or the option to take under the Governing Agreements or to join with any other Investors or the Trustee of any note, bond or other security issued by the Settlement Trusts, to cause the Trustees to enforce (or seek derivatively to enforce) any representations and warranties regarding the Mortgage Loans or the servicing of the Mortgage Loans, and (ii) to the extent that any of the Institutional Investors have already taken any such action, the applicable Institutional Investor

will promptly rescind or terminate such action. Nothing in the foregoing shall restrict the ability of the Institutional Investors to demand that any Investor who seeks to direct the Trustee for a Settlement Trust post any indemnity or bond required by the Governing Agreements for the applicable Settlement Trust.

Section 4.03 Amendments to Governing Agreements Regarding Financing of Advances. The Institutional Investors agree to use commercially reasonable efforts (which shall not require the giving of any indemnity or other payment obligation or expenditure of out-of-pocket funds) to negotiate any request by the Debtors or the Trustees for any Settlement Trusts with respect to which the servicing rights are being assumed and assigned to the Purchaser, and if any Trustee shall require a vote of the certificate or note holders with respect thereto, shall vote in favor of (to the extent agreement is reached) any amendment to the relevant Governing Agreements and related documents requested by the Debtors in order to permit “Advances” (as it or any similar term may be defined in the Governing Agreements) to be financeable and to make such other amendments thereto as may be reasonably requested by the Debtors in accordance with any agreement to acquire all or substantially all of the Debtors’ servicing assets, so long as such changes would not cause material financial detriment to the Settlement Trusts, their respective trustees, certificate or note holders, or the Institutional Investors.

#### **ARTICLE V. ALLOWANCE OF CLAIM.**

Section 5.01 The Allowed Claim. ResCap hereby makes an irrevocable offer to settle, expiring at 5:00 p.m. prevailing New York time on the date that is set forth in the Scheduling Order, with each of the Settlement Trusts (the Settlement Trusts that timely agree to the terms of this Settlement Agreement being the “Accepting Trusts”). In consideration for such agreement, ResCap will provide a general unsecured claim of \$8,700,000,000 in the aggregate against the Seller Entities and the Depositor Entities (as the Depositor Entities are jointly liable for such claim) (the “Total Allowed Claim”), all of which shall be allocated and implemented as provided in Section 6.01. For the avoidance of doubt, the Total Allowed Claim shall be allocated among the Accepting Trusts, subject to the provisions of this Settlement Agreement. Subject to the provisions of this Settlement Agreement, the Accepting Trusts shall be allowed an aggregate claim in an amount calculated as set forth below (the “Allowed Claim”), which aggregate claim shall be allocated to each Accepting Trust pursuant to Article VI herein. The amount of the Allowed Claim shall equal (i) \$8,700,000,000, less (ii) \$8,700,000,000 multiplied by the percentage represented by (a) the total dollar amount of original principal balance for the Settlement Trusts not accepting the offer outlined above, divided by (b) the total dollar amount of original principal balance for all Settlement Trusts.

Section 5.02 Waiver of Setoff and Recoupment. By accepting the offer to settle contained in Section 5.01, each Accepting Trust irrevocably waives any right to setoff and/or recoupment such Accepting Trust may have against ResCap, except that such right, if any, shall be preserved with respect to claims, described in Section 8.02 hereof, that are not released or waived under Article VII hereof.

**ARTICLE VI. ALLOCATION OF ALLOWED CLAIM.**

Section 6.01 The Allocation of the Allowed Claim. Each Accepting Trust shall be allocated a share of the Allowed Claim against its Seller Entity and its Depositor Entity (the “Allocated Claim”), calculated as set forth on Exhibit B hereto, for which such Seller Entity and Depositor Entity are jointly liable.

Section 6.02 In the event the Bankruptcy Court does not approve the Allowed Claim as to a particular Seller Entity or Depositor Entity, the settlement shall remain in full force with respect to any other Seller Entity or Depositor Entity, as applicable; *provided, however,* that if the Allowed Claim in the amounts proposed herein is not approved as to any of the Seller Entities or Depositor Entities, the Institutional Investors shall have the right to terminate this Settlement Agreement upon written notice to the Debtors; *provided, further,* that in the event that the Bankruptcy Court does not approve the Allowed Claim as to a particular Seller Entity or Depositor Entity, that particular Seller Entity or Depositor Entity shall not receive any release, waiver, or discharge of any Released Claims pursuant to Article VII.

Section 6.03 Legal Fees.

- (a) ResCap and the Institutional Investors agree that Gibbs & Bruns and Ropes & Gray shall, on the Effective Date, be allocated legal fees as follows, as an integrated and nonseverable part of this Settlement Agreement. First, Gibbs & Bruns and Ropes & Gray, as counsel to the Institutional Investors, shall be allocated by ResCap without conveyance to the Trustees the percentages of the Allowed Claim set forth on the fee schedule attached hereto as Exhibit C, without requirement of submitting any form of estate retention or fee application, for their work relating to these cases and the settlement. Second, the Debtors and Institutional Investors may further agree at any time, that the Debtors may pay Gibbs & Bruns and Ropes & Gray in cash, in an amount that Gibbs & Bruns and Ropes & Gray respectively agree is equal to the cash value of their respective portions of the Allowed Claim, and in any such event, no estate retention application, fee application or further order of the Bankruptcy Court shall be required as a condition of the Debtors making such agreed allocation. Third, the Debtors agree and the settlement approval order shall provide that the amount of the Allowed Claim payable to Gibbs & Bruns and Ropes & Gray may be reduced to a separate claim stipulation for convenience of the parties.
- (b) In the event that, prior to acceptance of this compromise by a Trustee for a Settlement Trust other than a Covered Trust, counsel to Investors in such Settlement Trust cause a direction to be given by more than 25% of the holders of a tranche of such Settlement Trust to accept this compromise, then the same provisions as contained in Section 6.02(a) shall apply to such counsel, solely as to the amounts allocated to such Settlement Trust. Such counsel shall be entitled to a share of the fee for such trust equal to the ratio of (a) 25% minus the percentage of such tranche held by Institutional Investors divided by (b) 25%. Counsel would be required to identify itself and satisfy the Debtors and Institutional Investors as to the holdings of client-investors and that counsel caused such directions.

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**ARTICLE VII. RELEASES.**

Section 7.01 Releases. Except as set forth in Article VIII, as of the Effective Date, with respect to each and every Accepting Trust, and in exchange for the Allowed Claim, the Institutional Investors, Accepting Trusts, Trustees in respect of such trusts, and any Persons claiming by, through or on behalf of such Accepting Trust or the Trustees of such trusts (including Investors claiming derivatively) (collectively, the “Releasors”), irrevocably and unconditionally grant a full, final, and complete release, waiver, and discharge of all alleged or actual claims, demands to repurchase, demands to cure, demands to substitute, counterclaims, defenses, rights of setoff, rights of rescission, liens, disputes, liabilities, losses, debts, costs, expenses, obligations, demands, claims for accountings or audits, alleged events of default, damages, rights, and causes of action of any kind or nature whatsoever, whether asserted or unasserted, known or unknown, suspected or unsuspected, fixed or contingent, in contract, tort, or otherwise, secured or unsecured, accrued or unaccrued, whether direct or derivative, arising under law or equity (collectively, “Claims”), against the Debtors (with the exception of ResCap LLC as set forth in the last sentence of this Section 7.01) and their current and former officers, directors, and employees (but in no case does this section apply to Ally Financial Inc. (“AFI”) or any person who is an officer or director of AFI) that arise under the Governing Agreements. Such released claims include, but are not limited to, claims arising out of and/or relating to (i) the origination and sale of mortgage loans to the Accepting Trusts (including, without limitation, the liability of any Debtors that are party to a Pooling and Servicing Agreement with respect to representations and warranties made in connection with such sale or with respect to the noticing and enforcement of any remedies in respect of alleged breaches of such representations and warranties) (collectively, the “Origination-Related Provisions”), (ii) the documentation of the Mortgage Loans held by the Accepting Trusts including with respect to allegedly defective, incomplete, or non-existent documentation, as well as issues arising out of or relating to recordation, title, assignment, or any other matter relating to legal enforceability of a Mortgage or Mortgage Note, or any alleged failure to provide notice of such defective, incomplete or non-existent documentation, (iii) the servicing of the Mortgage Loans held by the Accepting Trusts (including any claim relating to the timing of collection efforts or foreclosure efforts, loss mitigation, transfers to subservicers, advances or servicing advances) (the “Servicing Claims”), but only to the extent assumed pursuant to Section 365 of the Bankruptcy Code by an assignee to the applicable Debtor in its capacity as Master Servicer or Servicer under any Governing Agreement (the “Assumed Servicing Claims”), (iv) any duty of a debtor as master servicer, servicer or sub-servicer to notice and enforce remedies in respect of alleged breaches of representations and warranties (together with the Assumed Servicing Claims, the “Released Servicing Claims”), (v) setoff or recoupment under the Governing Agreements against ResCap with respect to the Origination-Related Provisions or the Released Servicing Claims, and (vi) any loan seller that either sold loans to ResCap or AFI that were sold and transferred to such Accepting Trust or sold loans directly to such Accepting Trust, in all cases prior to the Petition Date (collectively, all such claims being defined as the “Released Claims”). For the avoidance of doubt, this release does not include individual direct claims for securities fraud or other disclosure-related claims arising from the purchase or sale of Securities. Notwithstanding any provision of this Section 7.01, the Releasors do not release, waive, or discharge any Claims against ResCap LLC.

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**Section 7.02 Release of Claims Against Investors, Accepting Trusts, and Trustees.**

Except as set forth in Article VIII, as of the Effective Date, ResCap irrevocably and unconditionally grants to the Accepting Trusts, Trustees in respect of such trusts, and Investors in such trusts, as well as such Accepting Trusts', Trustees' and Investors' respective officers, directors, and employees, a full final, and complete release, waiver, and discharge of all alleged or actual claims from any claim it may have under or arising out of the Governing Agreements.

**Section 7.03 Agreement Not to Pursue Relief from the Stay.** The Institutional Investors agree that neither they nor their successors in interest, assigns, pledges, delegates, affiliates, subsidiaries, and/or transferees, will seek relief from the automatic stay imposed by section 362 of the Bankruptcy Code in order to institute, continue or otherwise prosecute any action relating to the Released Claims; provided, however, nothing contained herein shall preclude the Institutional Investors or their advised clients from seeking any such relief with respect to direct claims for securities fraud or other disclosure-related claims arising from the purchase or sale of Securities. ResCap reserves its rights and defenses therewith.

**Section 7.04 Inclusion of Accepting Trusts and Trustees in Plan Release and Exculpation Provisions.** The Accepting Trusts and the Trustees in respect of any such Accepting Trust and their respective counsel shall be entitled to the benefit of any releases and plan exculpation provisions, if any, included in the Plan, which provisions shall be no less favorable than the releases and plan exculpation provisions extended to similarly situated creditors or parties in interest who are parties to any plan support agreement with ResCap.

**ARTICLE VIII. CLAIMS NOT RELEASED**

**Section 8.01 ResCap LLC Claim.** ResCap LLC does not concede or admit fault for any liability under the Governing Agreements. Without any limitation on the foregoing, each Accepting Trust shall be entitled to file a proof of claim against ResCap LLC for claims, if any, arising under the Governing Agreements (any such claim is hereinafter referred to as a "ResCap LLC Claim"). Nothing contained herein shall be deemed to establish the validity or amount of any ResCap LLC Claim, which shall remain subject to objections in all respects in accordance with the Federal Rules of Bankruptcy Procedure. Notwithstanding the foregoing, the allowed amount of any ResCap LLC Claim shall not exceed such Accepting Trust's Allocated Claim; provided that any recovery on any such allowed ResCap LLC Claim shall be reduced by any amount paid by any Seller Entity or Depositor Entity on account of the Accepting Trust's Allocated Claim. Subject to the provisions of this Agreement, the Accepting Trusts expressly reserve all rights regarding the validity and amount of any ResCap LLC Claim.

**Section 8.02 Administration of the Mortgage Loans.** The releases and waivers in Article VII herein do not include: (i) claims that first arise after the Effective Date and are based in whole or in part on any actions, inactions, or practices of the Master Servicer, Servicer, or Subservicer as to the servicing of the Mortgage Loans held by the Accepting Trusts, and (ii) any Servicing Claim that is not an Assumed Servicing Claim and for which the Court finds a cure or rejection claim exists pursuant to Section 365 of the Bankruptcy Code (it being understood that such cure or rejection claims, if any, are not intended to be affected by such releases and waivers).

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Section 8.03 Financial-Guaranty Provider Rights and Obligations. To the extent that any third party guarantor or financial-guaranty provider with respect to any Settlement Trust has rights or obligations independent of the rights or obligations of the Investors, the Trustees, or the Settlement Trusts, the releases and waivers in Article VII are not intended to and shall not release such rights.

Section 8.04 Settlement Agreement Rights. The Parties do not release or waive any rights or claims against each other to enforce the terms of this Settlement Agreement or the Allowed Claim.

Section 8.05 Disclosure Claims. The releases and waivers in Article VII do not include any claims based on improper disclosures under federal or state securities law.

Section 8.06 Reservation of Rights. Notwithstanding anything in this Settlement Agreement to the contrary, the Institutional Investors have not waived their right to file an objection to a motion of the holders of the ResCap 9 5/8% bonds requesting payment of any interest on account of their ResCap 9 5/8% bond claims that may be due and owing after the Petition Date.

**ARTICLE IX. RELEASE OF UNKNOWN CLAIMS.**

Each of the Parties acknowledges that it has been advised by its attorneys concerning, and is familiar with, California Civil Code Section 1542 and expressly waives any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to the provisions of the California Civil Code Section 1542, including that provision itself, which reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT  
TO EXIST IN HIS OR HER FAVOR AT THE TIME OF  
EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM  
OR HER MUST HAVE MATERIALLY AFFECTED HIS OR  
HER SETTLEMENT WITH THE DEBTOR.”

The Parties acknowledge that inclusion of the provisions of this Article IX to this Settlement Agreement was a material and separately bargained for element of this Settlement Agreement.

**ARTICLE X. OTHER PROVISIONS**

Section 10.01 Voluntary Agreement. Each Party acknowledges that it has read all of the terms of this Settlement Agreement, has had an opportunity to consult with counsel of its own choosing or voluntarily waived such right and enters into this Settlement Agreement voluntarily and without duress.

Section 10.02 No Admission of Breach or Wrongdoing. ResCap has denied and continues to deny any breach, fault, liability, or wrongdoing. This denial includes, but is not limited to, breaches of representations and warranties, violations of state or federal securities laws, and other claims sounding in contract or tort in connection with any securitizations,

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including those for which ResCap was the Seller, Servicer and/or Master Servicer. Neither this Settlement Agreement, whether or not consummated, any proceedings relating to this Settlement Agreement, nor any of the terms of the Settlement Agreement, whether or not consummated, shall be construed as, or deemed to be evidence of, an admission or concession on the part of ResCap with respect to any claim or of any breach, liability, fault, wrongdoing, or damage whatsoever, or with respect to any infirmity in any defense that ResCap has or could have asserted.

Section 10.03 No Admission Regarding Claim Status. ResCap expressly states that in the event this Settlement Agreement is not consummated or is terminated prior to the Effective Date, then neither this Settlement Agreement, nor any proceedings relating to this Settlement Agreement, nor any of the terms of the Settlement Agreement, shall be construed as, or deemed to be evidence of, an admission or concession on the part of ResCap that any claims asserted by the Institutional Investors are not contingent, unliquidated or disputed. The Institutional Investors expressly state that in the event this Settlement Agreement is not consummated or is terminated prior to the Effective Date, neither this Settlement Agreement, nor any proceedings relating to this Settlement Agreement, nor any of the terms of the Settlement Agreement, shall be construed as, or deemed to be evidence of, an admission or concession on the part of the Institutional Investors that any claims asserted by the Institutional Investors and Trustees are not limited to the amounts set forth in this Settlement Agreement or are of any particular priority.

Section 10.04 Counterparts. This Settlement Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Settlement Agreement. Delivery of a signature page to this Settlement Agreement by facsimile or other electronic means shall be effective as delivery of the original signature page to this Settlement Agreement.

Section 10.05 Joint Drafting. This Settlement Agreement shall be deemed to have been jointly drafted by the Parties, and in construing and interpreting this Settlement Agreement, no provision shall be construed and interpreted for or against any of the Parties because such provision or any other provision of the Settlement Agreement as a whole is purportedly prepared or requested by such Party.

Section 10.06 Entire Agreement. This document contains the entire agreement between the Parties, and may only be modified, altered, amended, or supplemented in writing signed by the Parties or their duly appointed agents. All prior agreements and understandings between the Parties concerning the subject matter hereof are superseded by the terms of this Settlement Agreement.

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**Section 10.07 Specific Performance.** It is understood that money damages are not a sufficient remedy for any breach of this Settlement Agreement, and the Parties shall have the right, in addition to any other rights and remedies contained herein, to seek specific performance, injunctive, or other equitable relief from the Bankruptcy Court as a remedy for any such breach. The Parties hereby agree that specific performance shall be their only remedy for any violation of this Agreement.

**Section 10.08 Authority.** Each Party represents and warrants that each Person who executes this Settlement Agreement on its behalf is duly authorized to execute this Settlement Agreement on behalf of the respective Party, and that such Party has full knowledge of and has consented to this Settlement Agreement.

**Section 10.09 No Third Party Beneficiaries.** There are no third party beneficiaries of this Settlement Agreement.

**Section 10.10 Headings.** The headings of all sections of this Settlement Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

**Section 10.11 Notices.** All notices or demands given or made by one Party to the other relating to this Settlement Agreement shall be in writing and either personally served or sent by registered or certified mail, postage paid, return receipt requested, overnight delivery service, or by electronic mail transmission, and shall be deemed to be given for purposes of this Settlement Agreement on the earlier of the date of actual receipt or three days after the deposit thereof in the mail or the electronic transmission of the message. Unless a different or additional address for subsequent notices is specified in a notice sent or delivered in accordance with this Section, such notices or demands shall be sent as follows:

To: Institutional Investors  
c/o Kathy Patrick  
Gibbs & Bruns LLP  
1100 Louisiana  
Suite 5300  
Houston, TX 77002  
Tel: 713-650-8805  
Email: kppatrick@gibbsbruns.com  
-and-  
Keith H. Wofford  
D. Ross Martin  
Ropes & Gray LLP  
1211 Avenue of the Americas  
New York, NY 10036  
Tel: 212-841-5700  
Email: keith.wofford@ropesgray.com  
ross.martin@ropesgray.com

**EXECUTION COPY**

To: ResCap  
c/o Gary S. Lee  
Jamie A. Levitt  
Morrison & Foerster LLP  
1290 Avenue of the Americas  
New York, NY 10104  
Tel: 212-468-8000  
Email: glee@mofo.com  
jlevitt@mofo.com

Section 10.12 Disputes. This Settlement Agreement, and any disputes arising under or in connection with this Settlement Agreement, are to be governed by and construed in accordance with the laws of the State of New York, without giving effect to the choice of laws principles thereof. Further, by its execution and delivery of this Settlement Agreement, each of the Parties hereto hereby irrevocably and unconditionally agrees that the United States District Court for the Southern District of New York shall have jurisdiction to enforce this Settlement Agreement, *provided, however*, that, upon commencement of the Chapter 11 Cases, the Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of or in connection with this Settlement Agreement.

Section 10.13 The Parties have agreed to include the following statement in the proposed order attached to the Debtors' motion to approve this Settlement Agreement: "Nothing contained in the RMBS Trust Settlement Agreement, the order approving the RMBS Trust Settlement Agreement, and any associated expert reports, including exhibits, schedules, declarations, and other documents attached thereto or referenced therein, or in any declarations, pleadings, or other documents or evidence submitted to, or filed in, the Bankruptcy Court in connection therewith, shall be construed as an admission of, or to prejudice in any way, Ally Financial Inc. and its non-Debtor direct and indirect subsidiaries and affiliates (collectively, "Ally") and may not be used as evidence against Ally in any court proceeding."

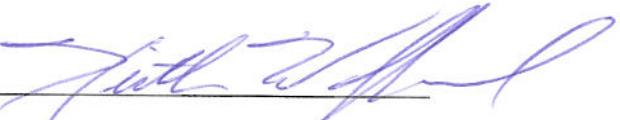
Section 10.14 Notwithstanding anything to the contrary in this Settlement Agreement, nothing herein is intended to or shall be deemed to amend any of the Governing Agreements for any Settlement Trust.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

Dated the 21st day of September, 2012.

ROPPES & GRAY LLP

~~Gibbs & Bruns LLP~~ on behalf of the  
Institutional Investors

Signature: 

Name: KEITH WOFFORD

Title: PARTNER

**EXECUTION COPY**

Dated the 21<sup>st</sup> day of September, 2012.

Residential Capital, LLC  
for itself and its direct and indirect subsidiaries

Signature: Tammy Hamzelpour  
Name: Tammy Hamzelpour  
Title: General Counsel

**EXECUTION COPY**

**EXHIBIT A**

**TRUSTS**

**Exhibit A- Trusts**

Deal Name	Original Issue Balance (in Thousands)	Deal Name	Original Issue Balance (in Thousands)
2004-AR1	635.0	2004-QS12	424.3
2004-AR2	510.1	2004-QS13	129.2
2004-GH1	224.1	2004-QS14	212.9
2004-HE1	1,292.3	2004-QS15	213.7
2004-HE2	711.5	2004-QS16	534.7
2004-HE3	977.3	2004-QS2	292.3
2004-HE4	1,018.0	2004-QS3	207.8
2004-HE5	700.0	2004-QS4	320.6
2004-HI1	235.0	2004-QS5	293.7
2004-HI2	275.0	2004-QS6	156.5
2004-HI3	220.0	2004-QS7	449.2
2004-HLTV1	175.0	2004-QS8	271.0
2004-HS1	477.1	2004-QS9	105.1
2004-HS2	604.1	2004-RP1	199.5
2004-HS3	284.0	2004-RS1	1,400.0
2004-J1	401.0	2004-RS10	1,250.0
2004-J2	400.6	2004-RS11	925.0
2004-J3	350.0	2004-RS12	975.0
2004-J4	600.1	2004-RS2	875.0
2004-J5	551.9	2004-RS3	600.0
2004-J6	408.0	2004-RS4	1,100.0
2004-KR1	2,000.0	2004-RS5	1,050.0
2004-KR2	1,250.0	2004-RS6	1,000.0
2004-KS1	950.0	2004-RS7	1,183.7
2004-KS10	986.0	2004-RS8	900.0
2004-KS11	692.7	2004-RS9	950.0
2004-KS12	541.8	2004-RZ1	485.0
2004-KS2	990.0	2004-RZ2	475.0
2004-KS3	675.0	2004-RZ3	360.0
2004-KS4	1,000.0	2004-RZ4	276.6
2004-KS5	1,175.0	2004-S1	307.7
2004-KS6	1,000.0	2004-S2	362.0
2004-KS7	850.0	2004-S3	228.3
2004-KS8	600.0	2004-S4	460.3
2004-KS9	600.0	2004-S5	423.5
2004-PS1	100.1	2004-S6	527.2
2004-QA1	201.3	2004-S7	105.3
2004-QA2	365.1	2004-S8	311.0
2004-QA3	320.1	2004-S9	645.9
2004-QA4	290.2	2004-SA1	250.1
2004-QA5	325.1	2004-SL1	632.9
2004-QA6	720.3	2004-SL2	499.0
2004-QS1	319.9	2004-SL3	222.5
2004-QS10	216.6	2004-SL4	206.5
2004-QS11	217.5	2004-SP1	233.7

<b>Deal Name</b>	<b>Original Issue Balance (in Thousands)</b>	<b>Deal Name</b>	<b>Original Issue Balance (in Thousands)</b>
2004-SP2	145.1	2005-KS8	1,165.8
2004-SP3	306.9	2005-KS9	487.0
2004-VFT	820.7	2005-NC1	870.8
2005-AA1	265.6	2005-QA1	296.7
2005-AF1	235.5	2005-QA10	621.8
2005-AF2	296.9	2005-QA11	525.1
2005-AHL1	463.7	2005-QA12	285.2
2005-AHL2	434.2	2005-QA13	560.2
2005-AHL3	488.8	2005-QA2	501.0
2005-AR1	399.8	2005-QA3	500.0
2005-AR2	458.4	2005-QA4	525.2
2005-AR3	523.7	2005-QA5	241.8
2005-AR4	386.1	2005-QA6	575.5
2005-AR5	597.2	2005-QA7	575.0
2005-AR6	592.0	2005-QA8	519.5
2005-EFC1	1,101.5	2005-QA9	650.5
2005-EFC2	679.3	2005-QO1	711.1
2005-EFC3	731.9	2005-QO2	425.1
2005-EFC4	707.8	2005-QO3	500.6
2005-EFC5	693.3	2005-QO4	797.0
2005-EFC6	672.7	2005-QO5	1,275.1
2005-EFC7	698.2	2005-QS1	214.6
2005-EMX1	792.8	2005-QS10	265.7
2005-EMX2	620.4	2005-QS11	213.6
2005-EMX3	674.5	2005-QS12	528.9
2005-EMX4	492.6	2005-QS13	639.2
2005-EMX5	380.0	2005-QS14	615.8
2005-HE1	991.1	2005-QS15	431.5
2005-HE2	1,113.5	2005-QS16	428.0
2005-HE3	988.0	2005-QS17	540.1
2005-HI1	240.0	2005-QS2	213.0
2005-HI2	240.0	2005-QS3	475.6
2005-HI3	224.9	2005-QS4	211.7
2005-HS1	853.8	2005-QS5	214.0
2005-HS2	577.5	2005-QS6	265.1
2005-HSA1	278.8	2005-QS7	370.0
2005-J1	525.5	2005-QS8	104.1
2005-KS1	708.8	2005-QS9	371.0
2005-KS10	1,299.2	2005-RP1	343.1
2005-KS11	1,339.3	2005-RP2	301.1
2005-KS12	1,117.2	2005-RP3	282.5
2005-KS2	543.4	2005-RS1	975.0
2005-KS3	413.5	2005-RS2	725.0
2005-KS4	411.1	2005-RS3	741.3
2005-KS5	401.8	2005-RS4	522.4
2005-KS6	596.2	2005-RS5	497.5
2005-KS7	387.6	2005-RS6	1,183.2

<b>Deal Name</b>	<b>Original Issue Balance (in Thousands)</b>	<b>Deal Name</b>	<b>Original Issue Balance (in Thousands)</b>
2005-RS7	493.0	2006-HI4	272.7
2005-RS8	660.0	2006-HI5	247.5
2005-RS9	1,179.0	2006-HTV1	229.9
2005-RZ1	203.8	2006-HSA1	461.4
2005-RZ2	333.7	2006-HSA2	447.9
2005-RZ3	340.0	2006-HSA3	201.0
2005-RZ4	411.2	2006-HSA4	402.1
2005-S1	463.1	2006-HSA5	295.6
2005-S2	260.9	2006-J1	550.0
2005-S3	183.1	2006-KS1	840.1
2005-S4	259.4	2006-KS2	977.5
2005-S5	258.2	2006-KS3	1,125.9
2005-S6	412.9	2006-KS4	687.8
2005-S7	311.7	2006-KS5	687.1
2005-S8	312.3	2006-KS6	529.1
2005-S9	366.6	2006-KS7	532.7
2005-SA1	295.2	2006-KS8	535.9
2005-SA2	500.8	2006-KS9	1,197.1
2005-SA3	675.2	2006-NC1	536.8
2005-SA4	850.5	2006-NC2	745.2
2005-SA5	355.3	2006-NC3	504.9
2005-SL1	370.5	2006-QA1	603.9
2005-SL2	168.9	2006-QA10	375.5
2005-SP1	831.0	2006-QA11	372.4
2005-SP2	490.2	2006-QA2	394.0
2005-SP3	285.7	2006-QA3	398.5
2006-AR1	508.7	2006-QA4	304.4
2006-AR2	373.0	2006-QA5	695.6
2006-EFC1	593.2	2006-QA6	625.8
2006-EFC2	387.6	2006-QA7	588.2
2006-EMX1	424.6	2006-QA8	795.1
2006-EMX2	550.1	2006-QA9	369.2
2006-EMX3	773.6	2006-QH1	337.9
2006-EMX4	661.7	2006-QO1	901.2
2006-EMX5	580.2	2006-QO10	895.7
2006-EMX6	620.5	2006-QO2	665.5
2006-EMX7	495.3	2006-QO3	644.8
2006-EMX8	698.6	2006-QO4	843.2
2006-EMX9	728.8	2006-QO5	1,071.6
2006-HE1	1,274.2	2006-QO6	1,290.3
2006-HE2	626.2	2006-QO7	1,542.4
2006-HE3	1,142.3	2006-QO8	1,288.1
2006-HE4	1,159.1	2006-QO9	895.6
2006-HE5	1,244.5	2006-QS1	323.8
2006-HI1	214.2	2006-QS10	533.6
2006-HI2	237.4	2006-QS11	751.5
2006-HI3	223.2	2006-QS12	541.3

<b>Deal Name</b>	<b>Original Issue Balance (in Thousands)</b>	<b>Deal Name</b>	<b>Original Issue Balance (in Thousands)</b>
2006-QS13	641.0	2006-SP3	291.9
2006-QS14	753.7	2006-SP4	303.9
2006-QS15	538.6	2007-EMX1	692.9
2006-QS16	752.1	2007-HE1	1,185.9
2006-QS17	537.0	2007-HE2	1,240.9
2006-QS18	1,181.9	2007-HE3	350.6
2006-QS2	881.7	2007-HI1	255.0
2006-QS3	969.8	2007-HSA1	546.8
2006-QS4	752.3	2007-HSA2	1,231.4
2006-QS5	698.0	2007-HSA3	796.4
2006-QS6	858.8	2007-KS1	415.6
2006-QS7	537.5	2007-KS2	961.5
2006-QS8	966.3	2007-KS3	1,270.3
2006-QS9	540.1	2007-KS4	235.9
2006-RP1	293.0	2007-QA1	410.1
2006-RP2	317.0	2007-QA2	367.0
2006-RP3	290.4	2007-QA3	882.4
2006-RP4	357.4	2007-QA4	243.5
2006-RS1	1,173.6	2007-QA5	504.1
2006-RS2	785.6	2007-QH1	522.3
2006-RS3	741.6	2007-QH2	348.4
2006-RS4	887.5	2007-QH3	349.5
2006-RS5	382.6	2007-QH4	401.0
2006-RS6	372.2	2007-QH5	497.5
2006-RZ1	483.8	2007-QH6	597.0
2006-RZ2	368.6	2007-QH7	347.0
2006-RZ3	688.3	2007-QH8	560.1
2006-RZ4	851.8	2007-QH9	594.4
2006-RZ5	505.1	2007-QO1	625.1
2006-S1	367.1	2007-QO2	529.3
2006-S10	1,087.7	2007-QO3	296.3
2006-S11	623.2	2007-QO4	502.8
2006-S12	1,204.3	2007-QO5	231.2
2006-S2	260.6	2007-QS1	1,297.4
2006-S3	337.8	2007-QS10	435.8
2006-S4	313.9	2007-QS11	305.8
2006-S5	678.1	2007-QS2	536.7
2006-S6	599.6	2007-QS3	971.6
2006-S7	469.7	2007-QS4	746.9
2006-S8	416.3	2007-QS5	432.7
2006-S9	442.3	2007-QS6	808.3
2006-SA1	275.1	2007-QS7	803.3
2006-SA2	791.3	2007-QS8	651.8
2006-SA3	350.9	2007-QS9	707.0
2006-SA4	282.3	2007-RP1	334.4
2006-SP1	275.9	2007-RP2	263.3
2006-SP2	348.1	2007-RP3	346.6

<b>Deal Name</b>	<b>Original Issue Balance (in Thousands)</b>
2007-RP4	239.2
2007-RS1	478.3
2007-RS2	376.8
2007-RZ1	329.3
2007-S1	522.5
2007-S2	472.2
2007-S3	575.3
2007-S4	314.5
2007-S5	524.8
2007-S6	707.7
2007-S7	419.1
2007-S8	488.8
2007-S9	172.4
2007-SA1	310.8
2007-SA2	385.1
2007-SA3	363.8
2007-SA4	414.9
2007-SP1	346.6
2007-SP2	279.3
2007-SP3	298.1
<b>Grand Total</b>	<b>220,987.7</b>

**EXHIBIT B**

**ALLOCATION OF ALLOWED CLAIM**

1. The Allowed Claim shall be allocated amongst the Accepting Trusts by the Trustees pursuant to the determination of a qualified financial advisor (the “Expert”) who will make any determinations and perform any calculations required in connection with the allocation of the Allowed Claim among the Accepting Trusts. To the extent that the collateral in any Accepting Trust is divided by the Governing Agreements into groups of loans (“Loan Groups”) so that ordinarily only certain classes of investors benefit from the proceeds of particular Loan Groups, those Loan Groups shall be deemed to be separate Accepting Trusts for purposes of the allocation and distribution methodologies set forth below. The Expert is to apply the following allocation formulas:

- (i) *First*, the Expert shall calculate the amount of Net Losses for each Accepting Trust as a percentage of the sum of the Net Losses for all Accepting Trusts (such amount, the “Net Loss Percentage”);
- (ii) *Second*, the Expert shall calculate the “Allocated Claim” for each Accepting Trust by multiplying (A) the amount of the Allowed Claim by (B) the Net Loss Percentage for such Accepting Trust, expressed as a decimal; provided that the Expert shall be entitled to make adjustments to the Allocated Claim of each Accepting Trust to ensure that the effects of rounding do not cause the sum of the Allocated Claims for all Accepting Trusts to exceed the amount of the Allowed Claim.
- (iii) For the avoidance of doubt, the Seller Entity and Depositor Entity for each Accepting Trust are jointly liable for that Trust’s Allocated Claim.
- (iv) If applicable, the Expert shall calculate the portion of the Allocated Claim that relates to principal-only certificates or notes and the portion of the Allocated Claim that relates to all other certificates or notes.

2. All distributions from the Estate to an Accepting Trust on account of any Allocated Claim shall be treated as Subsequent Recoveries, as that term is defined in the Governing Agreement for that trust; provided that if the Governing Agreement for a particular Accepting Trust does not include the term “Subsequent Recovery,” the distribution resulting from the Allocated Claim shall be distributed as though it was unscheduled principal available for distribution on that distribution date; *provided, however*, that should the Bankruptcy Court determine that a different treatment is required to conform the distributions to the requirements of the Governing Agreements, that determination shall govern and shall not constitute a material change to this Settlement Agreement.

3. Notwithstanding any other provision of any Governing Agreement, the Debtors and all Servicers agree that neither the Master Servicer nor any Subservicer shall be entitled to receive any portion of any distribution resulting from any Allocated Claim for any purpose, including without limitation the satisfaction of any Servicing Advances, it being understood that the Master Servicer’s other entitlements to payments, and to reimbursement or recovery, including of

Advances and Servicing Advances, under the terms of the Governing Agreements shall not be affected by this Settlement Agreement except as expressly provided here. To the extent that as a result of the distribution resulting from an Allocated Claim in a particular Accepting Trust a principal payment would become payable to a class of REMIC residual interests, whether on the distribution of the amount resulting from the Allocated Claim or on any subsequent distribution date that is not the final distribution date under the Governing Agreement for such Accepting Trust, such payment shall be maintained in the distribution account and the relevant Trustee shall distribute it on the next distribution date according to the provisions of this section.

4. In addition, after any distribution resulting from an Allocated Claim pursuant to section 3 above, the relevant Trustee will allocate the amount of the distribution for that Accepting Trust in the reverse order of previously allocated Realized Losses, to increase the Class Certificate Balance, Component Balance, Component Principal Balance, or Note Principal Balance, as applicable, of each class of Certificates or Notes (or Components thereof) (other than any class of REMIC residual interests) to which Realized Losses have been previously allocated, but in each case by not more than the amount of Realized Losses previously allocated to that class of Certificates or Notes (or Components thereof) pursuant to the Governing Agreements. For the avoidance of doubt, for Accepting Trusts for which the Credit Support Depletion Date shall have occurred prior to the allocation of the amount of the Allocable Share in accordance with the immediately preceding sentence, in no event shall the foregoing allocation be deemed to reverse the occurrence of the Credit Support Depletion Date in such Accepting Trusts. Holders of such Certificates or Notes (or Components thereof) will not be entitled to any payment in respect of interest on the amount of such increases for any interest accrual period relating to the distribution date on which such increase occurs or any prior distribution date. Any such increase shall be applied pro rata to the Certificate Balance, Component Balance, Component Principal Balance, or Note Principal Balance of each Certificate or Note of each class. For the avoidance of doubt, this section 4 is intended only to increase Class Certificate Balances, Component Balances, Component Principal Balances, and Note Principal Balances, as provided for herein, and shall not affect any distributions resulting from Allocated Claims provided for in section 3 above.

5. Nothing in this Settlement Agreement amends or modifies in any way any provisions of any Governing Agreement. To the extent any credit enhancer or financial guarantee insurer receives a distribution on account of the Allowed Claim, such distribution shall be credited at least dollar for dollar against the amount of any claim it files against the Debtor that does not arise under the Governing Agreements.

6. In no event shall the distribution to an Accepting Trust as a result of any Allocated Claim be deemed to reduce the collateral losses experienced by such Accepting Trust.

**EXHIBIT C**  
**FEE SCHEDULE**

**Exhibit C -- Fee Schedule**

Percentage of the Allowed Claim (being the sum of the Allocated Allow Claims) allocable to trusts which accept the settlement, subject to adjustment pursuant to section 6.02(b) for trusts other than original "Covered Trusts."

Gibbs & Bruns, L.L.P.: 4.75%

Ropes & Gray LLP:

If Effective Date of Plan occurs on or before Sept. 2, 2012, 0.475%

If Effective Date of Plan occurs after Sept. 2, 2012 and on or before Dec. 2, 2012, 0.7125%

If Effective Date of Plan occurs after Dec. 3, 2012 and on or before May 2, 2013, 0.855%

If Effective Date of Plan occurs after May 2, 2013, 0.95%

**EXHIBIT D**  
**SCHEDULE OF INSTITUTIONAL INVESTOR HOLDINGS**

~~Exhibit 2~~

Deal Name	Cusip	Original Face	Current Face
GMACM 2004-AR1	36185NX54	\$112,473,000.00	\$16,847,947.57
GMACM 2004-AR1	36185NX70	\$66,361,100.00	\$11,441,610.81
GMACM 2004-AR1	36185NX39	\$37,725,000.00	\$4,576,874.83
GMACM 2004-AR1	36185NX62	\$14,902,800.00	\$769,857.84
GMACM 2004-AR1	36185NX88	\$11,279,800.00	\$1,475,371.18
GMACM 2004-AR2	36185N3U2	\$32,000,000.00	\$5,386,526.90
GMACM 2004-AR2	36185N3V0	\$25,000,000.00	\$4,981,543.75
GMACM 2004-AR2	36185N4A5	\$2,000,000.00	\$398,523.50
GMACM 2004-AR2	36185N3T5	\$600,000.00	\$112,213.82
GMACM 2004-HE2	361856DD6	\$7,075,000.00	\$1,676,186.29
GMACM 2004-HE3	361856DG9	\$121,607,000.00	\$35,528,965.33
GMACM 2004-HE4	361856DR5	\$152,334,917.00	\$52,999,477.73
GMACM 2004-HE5	361856DX2	\$20,000,000.00	\$9,387,414.13
GMACM 2004-HE5	361856DY0	\$10,570,000.00	\$3,734,479.38
GMACM 2004-J1	36185NW48	\$6,014,000.00	\$2,960,436.85
GMACM 2004-J1	36185NW55	\$2,406,000.00	\$1,184,371.62
GMACM 2004-J1	36185NV64	\$2,005,000.00	\$1,119,403.35
GMACM 2004-J2	36185N2J8	\$1,135,000.00	\$653,053.80
GMACM 2004-J3	36185N2Z2	\$17,680,250.00	\$9,641,790.32
GMACM 2004-J3	36185N3F5	\$14,008,000.00	\$21,580,904.84
GMACM 2004-J3	36185N3B4	\$10,420,086.00	\$10,420,086.00
GMACM 2004-J3	36185N3G3	\$2,000,000.00	\$639,705.06
GMACM 2004-J4	36185N4K3	\$33,900,000.00	\$52,824,896.98
GMACM 2004-J4	36185N4J6	\$26,000,000.00	\$18,813,906.90
GMACM 2004-J5	36185N5B2	\$16,000,000.00	\$7,992,325.88
GMACM 2004-J5	36185N5C0	\$14,500,000.00	\$14,500,000.00
GMACM 2004-J6	36185N5T3	\$28,000,000.00	\$0.00
GMACM 2004-VF1	36186FAA4	\$416,206,680.00	\$57,512,916.88

~~Exhibit 2~~

Deal Name	Cusip	Original Face	Current Face
GMACM 2005-AA1	76112BNN6	\$50,000,000.00	\$9,120,902.08
GMACM 2005-AF1	36185MAK8	\$58,719,000.00	\$5,506,202.18
GMACM 2005-AF1	36185MAJ1	\$31,460,154.00	\$18,076,812.51
GMACM 2005-AF1	36185MAN2	\$1,000,000.00	\$1,515,703.09
GMACM 2005-AF2	36185MDE9	\$202,283,350.00	\$66,663,480.51
GMACM 2005-AR1	76112BKN9	\$53,559,000.00	\$13,585,683.34
GMACM 2005-AR1	76112BKP4	\$16,390,000.00	\$4,267,585.68
GMACM 2005-AR1	76112BKK5	\$10,000,000.00	\$652,161.41
GMACM 2005-AR1	76112BKS8	\$7,796,000.00	\$5,233,926.07
GMACM 2005-AR1	76112BKQ2	\$277,340.00	\$85,019.91
GMACM 2005-AR2	36185N6Q8	\$37,293,000.00	\$13,824,752.42
GMACM 2005-AR2	36185N6M7	\$2,100,000.00	\$348,882.60
GMACM 2005-AR2	36185N6N5	\$1,500,000.00	\$450,323.21
GMACM 2005-AR3	36185N7L8	\$77,773,387.26	\$23,155,494.79
GMACM 2005-AR3	36185N7H7	\$50,000,000.00	\$714,273.84
GMACM 2005-AR3	36185N6Y1	\$29,656,000.00	\$3,801,430.30
GMACM 2005-AR3	36185N7D6	\$9,516,000.00	\$690,005.81
GMACM 2005-AR3	36185N7M6	\$5,000,000.00	\$1,488,651.56
GMACM 2005-AR3	36185N7E4	\$1,600,000.00	\$1,600,000.00
GMACM 2005-AR4	76112BUG3	\$32,500,000.00	\$11,449,717.11
GMACM 2005-AR4	76112BUD0	\$14,512,000.00	\$1,505,874.14
GMACM 2005-AR4	76112BUM0	\$3,933,000.00	\$1,173,821.62
GMACM 2005-AR4	76112BUK4	\$2,592,000.00	\$695,453.80
GMACM 2005-AR5	76112BYD6	\$35,000,000.00	\$11,816,742.05
GMACM 2005-AR5	76112BYF1	\$2,060,000.00	\$803,660.02
GMACM 2005-AR6	36185MBG6	\$48,131,000.00	\$14,520,598.29
GMACM 2005-AR6	36185MBN1	\$44,030,945.00	\$19,754,825.62
GMACM 2005-AR6	36185MBJ0	\$36,875,000.00	\$13,569,454.75

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Deal Name	Cusip	Original Face	Current Face
GMACM 2005-AR6	36185MBL5	\$34,601,000.00	\$15,206,317.25
GMACM 2005-HE1	361856EC7	\$45,000,000.00	\$19,794,958.79
GMACM 2005-HE1	361856EB9	\$35,100,000.00	\$15,228,116.12
GMACM 2005-HE2	36185MAC6	\$135,760,000.00	\$0.00
GMACM 2005-HE2	36185MAF9	\$44,000,000.00	\$24,584,534.20
GMACM 2005-HE2	36185MAD4	\$5,000,000.00	\$2,446,587.50
GMACM 2005-HE3	36185EH6	\$2,500,000.00	\$1,267,439.51
GMACM 2005-J1	36185MCT7	\$471,782,774.00	\$182,659,887.70
GMACM 2005-J1	36185MCP5	\$24,000,000.00	\$24,000,000.00
GMACM 2005-J1	36185MCJ9	\$20,000,000.00	\$16,034,682.77
GMACM 2005-J1	36185MCL4	\$20,000,000.00	\$17,614,989.29
GMACM 2005-J1	36185MBY7	\$13,650,000.00	\$1,958,471.22
GMACM 2006-AR1	36185MDQ2	\$111,081,545.00	\$44,825,586.15
GMACM 2006-AR1	36185MDN9	\$8,840,000.00	\$3,672,531.90
GMACM 2006-AR2	36185MFB3	\$30,697,840.00	\$8,079,500.72
GMACM 2006-HE1	36185ER4	\$48,485,000.00	\$20,080,691.66
GMACM 2006-HE2	38011AAC8	\$25,150,000.00	\$14,372,599.60
GMACM 2006-HE3	38012TAA0	\$60,000,000.00	\$0.00
GMACM 2006-HE3	38012TAD4	\$16,316,000.00	\$8,656,785.61
GMACM 2006-HE3	38012TAB8	\$8,620,000.00	\$2,976,589.46
GMACM 2006-HE3	38012TAC6	\$1,360,000.00	\$721,575.66
GMACM 2006-HE4	38012UAA7	\$104,119,000.00	\$45,712,255.98
GMACM 2006-HE4	38012UAB5	\$91,100,000.00	\$39,996,412.19
GMACM 2006-HE4	38012UAC3	\$45,000,000.00	\$19,756,734.90
GMACM 2006-HTLV	36185HEJ8	\$20,250,000.00	\$18,142,325.91
GMACM 2006-HTLV	36185HEH2	\$10,200,000.00	\$0.00
GMACM 2006-J1	36185MEB4	\$58,877,000.00	\$7,621,667.70
GMACM 2006-J1	36185MEG3	\$15,000,000.00	\$13,562,469.79

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Deal Name	Cusip	Original Face	Current Face
GMACM 2007-HE1	36186KAA3	\$132,500,000.00	\$0.00
GMACM 2007-HE1	36186KAB1	\$50,000,000.00	\$0.00
GMACM 2007-HE2	36186LAG8	\$51,541,000.00	\$28,216,785.77
GMACM 2007-HE2	36186LAD5	\$5,000,000.00	\$2,737,314.54
GMACM 2007-HE2	36186LAC7	\$2,550,000.00	\$1,396,030.42
GMACM 2007-HE2	36186LAB9	\$90,000.00	\$49,271.77
GMACM 2007-HE3	36186MAC5	\$33,510,000.00	\$16,240,844.03
GMACM 2007-HE3	36186MAA9	\$32,335,000.00	\$11,317,991.12
RAAC 2004-SP1	7609855V9	\$49,812,000.00	\$5,341,999.30
RAAC 2004-SP1	7609855U1	\$2,500,000.00	\$565,156.60
RAAC 2004-SP2	7609857N5	\$1,000,000.00	\$25,497.23
RAAC 2004-SP3	76112BES5	\$30,000,000.00	\$4,631,673.25
RAAC 2005-RP3	76112BP95	\$4,000,000.00	\$4,000,000.00
RAAC 2005-SP1	76112BQN3	\$57,000,000.00	\$0.00
RAAC 2005-SP1	76112BQL7	\$31,117,000.00	\$24,958,888.05
RAAC 2005-SP1	76112BQS2	\$2,180,500.00	\$3,112,080.72
RAAC 2005-SP1	76112BSA9	\$1,500,000.00	\$290,353.24
RAAC 2005-SP1	76112BRE2	\$323,000.00	\$220,372.18
RAAC 2005-SP2	76112BF54	\$153,800,000.00	\$30,195,557.75
RAAC 2005-SP2	76112BF70	\$4,291,000.00	\$1,240,600.18
RAAC 2005-SP2	76112BE71	\$1,551,000.00	\$1,551,000.00
RAAC 2005-SP3	76112BS43	\$2,600,000.00	\$2,165,713.56
RAAC 2006-RP1	76112B3R9	\$37,983,000.00	\$4,416,513.43
RAAC 2006-RP1	76112B2V1	\$1,700,000.00	\$1,700,000.00
RAAC 2006-RP2	74919MAA4	\$127,229,000.00	\$22,012,181.16
RAAC 2006-RP2	74919MAB2	\$5,000,000.00	\$5,000,000.00
RAAC 2006-RP3	74919RAA3	\$146,320,000.00	\$33,626,929.08
RAAC 2006-RP3	74919RAE5	\$15,000,000.00	\$15,000,000.00

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Deal Name	Cusip	Original Face	Current Face
RAAC 2006-RP4	74919TAA9	\$68,976,520.00	\$17,327,677.33
RAAC 2006-RP4	74919TAB7	\$20,700,000.00	\$20,700,000.00
RAAC 2006-SP1	76112B3F5	\$4,000,000.00	\$4,000,000.00
RAAC 2006-SP1	76112B3D0	\$3,200,000.00	\$665,349.23
RAAC 2006-SP2	74919PAB5	\$35,199,000.00	\$6,692,388.62
RAAC 2006-SP3	74919QAD9	\$4,447,992.00	\$4,447,992.00
RAAC 2006-SP4	74919VAC0	\$15,000,000.00	\$15,000,000.00
RAAC 2006-SP4	74919VAH9	\$5,000,000.00	\$5,000,000.00
RAAC 2006-SP4	74919VAG1	\$2,250,000.00	\$2,250,000.00
RAAC 2007-RP1	74977YAA7	\$107,420,000.00	\$36,656,254.05
RAAC 2007-RP1	74977YAB5	\$12,010,000.00	\$12,010,000.00
RAAC 2007-RP2	74919WAA2	\$59,620,000.00	\$19,261,017.24
RAAC 2007-RP2	74919WAB0	\$5,100,000.00	\$5,100,000.00
RAAC 2007-RP3	74978BAA6	\$53,200,000.00	\$18,784,053.74
RAAC 2007-RP3	74978BAB4	\$6,900,000.00	\$6,900,000.00
RAAC 2007-RP4	74919LAD0	\$57,980,000.00	\$26,801,872.78
RAAC 2007-RP4	74919LAE8	\$16,513,000.00	\$16,513,000.00
RAAC 2007-SP1	74978AAC4	\$18,000,000.00	\$18,000,000.00
RAAC 2007-SP1	74978AAB6	\$17,328,000.00	\$9,367,465.32
RAAC 2007-SP2	74919XAE2	\$13,000,000.00	\$13,000,000.00
RAAC 2007-SP2	74919XAF9	\$3,653,660.00	\$3,653,660.00
RAAC 2007-SP3	74978FAA7	\$142,479,281.00	\$52,679,373.77
RALI 2004-QA1	76110HRM3	\$19,000,000.00	\$769,264.54
RALI 2004-QA2	76110HVU0	\$25,000,000.00	\$3,109,214.27
RALI 2004-QA4	76110HZH5	\$10,564,000.00	\$1,308,947.16
RALI 2004-QA4	76110HZP7	\$6,095,900.00	\$3,233,999.89
RALI 2004-QA4	76110HZQ5	\$3,143,400.00	\$1,142,101.69
RALI 2004-QA5	76110HC72	\$37,338,000.00	\$2,234,571.97

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Deal Name	Cusip	Original Face	Current Face
RALI 2004-QA5	76110HC98	\$100,000.00	\$5,136.87
RALI 2004-QA6	76110HH28	\$69,548,000.00	\$4,375,797.98
RALI 2004-QA6	76110HH85	\$19,350,000.00	\$4,773,119.65
RALI 2004-QS1	76110HQF9	\$36,482,573.00	\$2,788,769.76
RALI 2004-QS1	76110HQA0	\$1,700,000.00	\$1,275,410.90
RALI 2004-QS10	76110HWK1	\$216,614,427.00	\$51,688,025.33
RALI 2004-QS10	76110HWC9	\$50,000,000.00	\$2,754,580.84
RALI 2004-QS10	76110HWG0	\$21,200,000.00	\$34,562,843.57
RALI 2004-QS11	76110HXC8	\$217,512,005.00	\$53,446,880.06
RALI 2004-QS11	76110HWU9	\$40,633,600.00	\$2,894,550.67
RALI 2004-QS11	76110HWX3	\$19,000,000.00	\$16,112,653.71
RALI 2004-QS11	76110HWV7	\$13,000,000.00	\$13,000,000.00
RALI 2004-QS11	76110HWW5	\$3,380,000.00	\$240,775.64
RALI 2004-QS13	76110HYH6	\$129,166,655.00	\$25,416,484.89
RALI 2004-QS13	76110HYF0	\$3,600,000.00	\$744,183.74
RALI 2004-QS16	76110HJ59	\$122,380,000.00	\$16,512,580.50
RALI 2004-QS16	76110HJ91	\$17,500,000.00	\$14,995,629.67
RALI 2004-QS16	76110HK24	\$3,200,000.00	\$654,089.74
RALI 2004-QS2	76110HQM4	\$95,777,000.00	\$20,210,301.77
RALI 2004-QS2	76110HQG7	\$38,831,040.00	\$4,298,452.30
RALI 2004-QS2	76110HQS1	\$6,870,000.00	\$5,082,347.42
RALI 2004-QS2	76110HQT9	\$3,215,800.00	\$2,410,460.30
RALI 2004-QS2	76110HQV4	\$1,023,200.00	\$0.00
RALI 2004-QS3	76110HRA9	\$11,800,000.00	\$2,096,202.67
RALI 2004-QS4	76110HSG5	\$7,694,900.00	\$5,325,193.30
RALI 2004-QS4	76110HSH3	\$3,686,800.00	\$2,594,066.79
RALI 2004-QS4	76110HRV3	\$2,565,000.00	\$266,891.54
RALI 2004-QS5	76110HSR1	\$12,500,000.00	\$1,562,389.91

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Deal Name	Cusip	Original Face	Current Face
RALI 2004-QS5	76110HSU4	\$12,438,900.00	\$12,438,900.00
RALI 2004-QS5	76110HSW0	\$2,805,000.00	\$343,495.32
RALI 2004-QS6	76110HTG4	\$2,000,000.00	\$381,067.52
RALI 2004-QS7	76110HTV1	\$40,457,000.00	\$1,864,231.52
RALI 2004-QS7	76110HTW9	\$15,000,000.00	\$15,000,000.00
RALI 2004-QS7	76110HTX7	\$2,000,000.00	\$817,879.50
RALI 2004-QS8	76110HUT4	\$25,174,900.00	\$6,587,077.89
RALI 2004-QS8	76110HUN7	\$9,630,166.00	\$595,792.62
RALI 2004-QS8	76110HUR8	\$3,500,000.00	\$5,504,006.55
RALI 2004-QS8	76110HUL1	\$150,000.00	\$6,682.01
RALI 2004-QS9	76110HVH9	\$51,542,000.00	\$9,656,193.51
RALI 2005-QA1	76110HM63	\$66,000,000.00	\$10,222,714.49
RALI 2005-QA10	761118GD4	\$63,450,000.00	\$27,834,138.84
RALI 2005-QA10	761118GE2	\$62,897,000.00	\$28,838,108.55
RALI 2005-QA12	761118MY1	\$32,839,000.00	\$9,841,820.72
RALI 2005-QA12	761118MZ8	\$24,000,000.00	\$5,876,740.56
RALI 2005-QA12	761118NB0	\$6,249,000.00	\$2,391,362.14
RALI 2005-QA12	761118NC8	\$4,050,000.00	\$1,417,629.80
RALI 2005-QA13	761118PE2	\$214,784,000.00	\$82,675,516.96
RALI 2005-QA13	761118PF9	\$4,470,000.00	\$1,435,529.89
RALI 2005-QA2	76110HT90	\$35,506,000.00	\$10,835,170.46
RALI 2005-QA3	76110H2H1	\$84,080,900.00	\$18,490,442.17
RALI 2005-QA3	76110H2K4	\$24,162,800.00	\$6,065,264.68
RALI 2005-QA3	76110H2P3	\$17,924,800.00	\$1,940,574.77
RALI 2005-QA3	76110H2L2	\$8,765,600.00	\$2,676,826.36
RALI 2005-QA4	76110H4L0	\$87,725,000.00	\$31,227,291.89
RALI 2005-QA4	76110H4F3	\$13,225,000.00	\$3,451,912.00
RALI 2005-QA4	76110H4K2	\$9,868,000.00	\$3,245,127.72

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Deal Name	Cusip	Original Face	Current Face
RALI 2005-QA4	76110H4G1	\$96,000.00	\$23,317.74
RALI 2005-QA5	76110H5A3	\$44,000,000.00	\$2,389,740.60
RALI 2005-QA5	76110H5C9	\$3,859,900.00	\$1,325,550.11
RALI 2005-QA6	76110H6E4	\$20,612,560.00	\$4,579,284.91
RALI 2005-QA6	76110H5Z8	\$940,000.00	\$187,736.76
RALI 2005-QA6	76110H6F1	\$230,000.00	\$229,969.90
RALI 2005-QA7	76110H7B9	\$84,350,000.00	\$29,751,554.40
RALI 2005-QA7	76110H7A1	\$38,002,800.00	\$9,713,243.64
RALI 2005-QA7	76110H7J2	\$5,164,000.00	\$10,818.01
RALI 2005-QA7	76110H7D5	\$5,000,000.00	\$1,765,522.87
RALI 2005-QA8	761118BP2	\$101,397,000.00	\$25,593,321.42
RALI 2005-QA8	761118BS6	\$53,625,000.00	\$18,743,857.21
RALI 2005-QA8	761118BW7	\$14,395,000.00	\$4,729,792.37
RALI 2005-QA9	761118FM5	\$42,390,000.00	\$18,162,523.70
RALI 2005-QA9	761118FJ2	\$41,501,000.00	\$10,887,711.51
RALI 2005-QA9	761118FG8	\$27,700,000.00	\$7,501,698.27
RALI 2005-QO1	761118EN4	\$108,930,000.00	\$31,873,782.79
RALI 2005-QO1	761118EP9	\$24,987,500.00	\$7,311,541.52
RALI 2005-QO2	761118HU5	\$112,657,994.00	\$34,976,333.76
RALI 2005-QO3	761118KU1	\$111,735,000.00	\$37,180,873.48
RALI 2005-QO3	761118KV9	\$36,156,400.00	\$10,619,559.95
RALI 2005-QO4	761118NN4	\$129,600,000.00	\$45,612,079.16
RALI 2005-QO4	761118NP9	\$35,953,000.00	\$9,923,930.20
RALI 2005-QO5	761118QM3	\$410,734,000.00	\$150,583,752.63
RALI 2005-QS1	76110HP78	\$214,597,361.00	\$72,653,992.73
RALI 2005-QS1	76110HN88	\$80,000,000.00	\$20,684,284.56
RALI 2005-QS1	76110HP45	\$40,410,000.00	\$10,448,149.24
RALI 2005-QS10	761118CX4	\$72,649,000.00	\$19,869,196.38

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Deal Name	Cusip	Original Face	Current Face
RALI 2005-QS10	761118CW6	\$25,000,000.00	\$9,424,732.44
RALI 2005-QS10	761118CZ9	\$13,283,000.00	\$9,725,344.72
RALI 2005-QS11	761118CL0	\$213,644,237.00	\$82,446,947.81
RALI 2005-QS11	761118CE6	\$36,149,700.00	\$30,460,096.91
RALI 2005-QS11	761118CJ5	\$8,364,400.00	\$6,558,687.42
RALI 2005-QS11	761118CK2	\$369,202.00	\$190,376.26
RALI 2005-QS12	761118ED6	\$528,901,122.00	\$201,702,182.80
RALI 2005-QS12	761118DN5	\$37,460,154.00	\$20,565,080.93
RALI 2005-QS12	761118DU9	\$12,400,000.00	\$534,582.47
RALI 2005-QS12	761118DR6	\$10,410,000.00	\$9,450,933.30
RALI 2005-QS12	761118EC8	\$1,137,106.00	\$569,611.56
RALI 2005-QS13	761118HJ0	\$639,169,632.00	\$259,991,490.50
RALI 2005-QS13	761118HA9	\$42,460,154.00	\$22,654,128.93
RALI 2005-QS13	761118GW2	\$41,885,000.00	\$8,276,876.03
RALI 2005-QS13	761118HC5	\$29,400,000.00	\$7,263,415.63
RALI 2005-QS13	761118HH4	\$3,199,626.00	\$1,533,043.03
RALI 2005-QS13	761118GX0	\$1,300,000.00	\$499,586.18
RALI 2005-QS14	761118JQ2	\$484,882,069.00	\$166,765,568.45
RALI 2005-QS14	761118JN9	\$130,938,205.00	\$33,312,682.81
RALI 2005-QS14	761118JG4	\$125,510,000.00	\$31,676,001.10
RALI 2005-QS14	761118JJ8	\$99,999,999.68	\$34,058,264.89
RALI 2005-QS14	761118JH2	\$47,530,000.00	\$21,002,024.07
RALI 2005-QS15	761118KL1	\$431,500,310.00	\$162,560,936.80
RALI 2005-QS15	761118KG2	\$66,099,000.00	\$30,694,857.05
RALI 2005-QS15	761118KJ6	\$18,861,000.00	\$7,288,401.30
RALI 2005-QS15	761118KK3	\$8,301,530.00	\$3,722,610.84
RALI 2005-QS16	761118MP0	\$427,980,012.00	\$166,591,924.80
RALI 2005-QS16	761118MC9	\$25,450,000.00	\$22,351,857.23

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Deal Name	Cusip	Original Face	Current Face
RALI 2005-QS16	761118MN5	\$2,596,273.00	\$1,251,664.94
RALI 2005-QS17	761118QC5	\$540,112,378.00	\$202,259,498.70
RALI 2005-QS17	761118PY8	\$103,032,000.00	\$33,504,379.32
RALI 2005-QS17	761118PZ5	\$53,366,200.00	\$14,239,651.11
RALI 2005-QS17	761118PQ5	\$13,165,000.00	\$11,098,613.33
RALI 2005-QS17	761118QB7	\$5,958,254.00	\$2,695,031.23
RALI 2005-QS17	761118PU6	\$1,500,000.00	\$274,455.33
RALI 2005-QS2	76110HQ69	\$53,001,600.00	\$12,876,899.42
RALI 2005-QS3	76110HX79	\$173,143,700.00	\$22,743,125.66
RALI 2005-QS3	76110HY86	\$103,981,675.00	\$23,901,134.23
RALI 2005-QS3	76110HX87	\$24,048,000.00	\$21,661,655.89
RALI 2005-QS3	76110HX61	\$15,000,000.00	\$1,970,310.70
RALI 2005-QS3	76110HX53	\$10,990,200.00	\$9,202,311.44
RALI 2005-QS5	76110H2X6	\$85,000,000.00	\$19,592,718.11
RALI 2005-QS5	76110H2Z1	\$58,392,577.00	\$13,459,640.89
RALI 2005-QS6	76110H5F2	\$118,400,000.00	\$21,687,561.60
RALI 2005-QS6	76110H5J4	\$13,883,333.00	\$6,292,122.05
RALI 2005-QS6	76110H5K1	\$12,787,000.00	\$12,787,000.00
RALI 2005-QS6	76110H5L9	\$8,844,000.00	\$8,063,901.60
RALI 2005-QS6	76110H5M7	\$250,000.00	\$227,948.37
RALI 2005-QS7	761118AK4	\$369,979,162.00	\$131,214,154.70
RALI 2005-QS7	761118AH1	\$99,840,000.00	\$37,775,092.49
RALI 2005-QS7	761118AE8	\$22,827,000.00	\$20,715,771.98
RALI 2005-QS7	761118AA6	\$20,100,000.00	\$4,401,669.21
RALI 2005-QS9	761118BE7	\$370,978,359.00	\$134,913,325.00
RALI 2005-QS9	761118AV0	\$50,000,000.00	\$10,256,441.16
RALI 2005-QS9	761118AZ1	\$12,098,000.00	\$10,896,280.98
RALI 2005-QS9	761118AW8	\$419,959.00	\$84,353.13

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Deal Name	Cusip	Original Face	Current Face
RALI 2006-QA1	761118TB4	\$130,617,000.00	\$55,413,498.20
RALI 2006-QA1	761118SZ2	\$50,000,000.00	\$11,884,081.35
RALI 2006-QA1	761118TD0	\$16,505,000.00	\$5,250,116.48
RALI 2006-QA10	74922NAB5	\$62,495,092.00	\$24,565,187.80
RALI 2006-QA10	74922NAA7	\$35,956,403.00	\$12,720,170.27
RALI 2006-QA10	74922NAG4	\$10,000,000.00	\$0.00
RALI 2006-QA2	761118TN8	\$49,001,476.00	\$18,610,129.67
RALI 2006-QA2	761118TU2	\$24,906,000.00	\$12,289,878.38
RALI 2006-QA2	761118TR9	\$13,300,000.00	\$5,396,391.37
RALI 2006-QA3	75114RAD7	\$65,500,000.00	\$18,930,361.34
RALI 2006-QA4	748939AA3	\$137,490,303.00	\$44,713,057.37
RALI 2006-QA4	748939AH8	\$10,000,000.00	\$0.00
RALI 2006-QA5	75115BAB5	\$100,000,000.00	\$33,647,079.11
RALI 2006-QA5	75115BAA7	\$48,463,281.00	\$16,502,900.63
RALI 2006-QA6	74922MAA9	\$103,500,441.00	\$31,629,706.48
RALI 2006-QA6	74922MAB7	\$15,000,000.00	\$5,097,617.58
RALI 2006-QA6	74922MAC5	\$6,370,000.00	\$2,164,788.27
RALI 2006-QA7	751152AA7	\$132,316,641.00	\$41,045,495.69
RALI 2006-QA8	74922QAA0	\$87,038,737.00	\$28,366,566.55
RALI 2006-QA8	74922QAB8	\$75,800,000.00	\$27,448,666.23
RALI 2006-QA9	75115VAA3	\$17,625,000.00	\$6,207,165.88
RALI 2006-QA9	75115VAF2	\$10,000,000.00	\$0.00
RALI 2006-QH1	75115GAA6	\$18,715,500.00	\$10,130,112.12
RALI 2006-QO1	761118RJ9	\$110,420,000.00	\$32,016,368.72
RALI 2006-QO1	761118RM2	\$107,602,000.00	\$50,948,144.97
RALI 2006-QO1	761118RN0	\$89,680,800.00	\$25,960,135.90
RALI 2006-QO1	761118RG5	\$55,194,000.00	\$7,143,378.65
RALI 2006-QO1	761118RK6	\$10,496,000.00	\$0.00

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Deal Name	Cusip	Original Face	Current Face
RALI 2006-QO10	751153AA5	\$118,805,000.00	\$65,186,558.57
RALI 2006-QO10	751153AB3	\$6,000,000.00	\$2,677,170.97
RALI 2006-QO2	761118VY1	\$242,042,000.00	\$82,681,806.24
RALI 2006-QO2	761118VZ8	\$87,113,600.00	\$32,508,770.82
RALI 2006-QO3	761118WP9	\$215,041,000.00	\$88,532,587.40
RALI 2006-QO3	761118WQ7	\$34,747,000.00	\$16,105,821.07
RALI 2006-QO4	75114GAC3	\$37,720,000.00	\$17,473,832.82
RALI 2006-QO4	75114GAF6	\$3,825,000.00	\$0.00
RALI 2006-QO5	75114HAD9	\$118,000,000.00	\$59,876,334.97
RALI 2006-QO5	75114HAH0	\$29,397,000.00	\$6,506,135.62
RALI 2006-QO5	75114HAE7	\$16,800,000.00	\$5,233,877.08
RALI 2006-QO5	75114HAS6	\$12,962,000.00	\$0.00
RALI 2006-QO5	75114HAK3	\$11,000,000.00	\$9,649,473.16
RALI 2006-QO6	75114NAA2	\$510,853,000.00	\$249,815,342.36
RALI 2006-QO6	75114NAB0	\$226,645,000.00	\$112,710,889.42
RALI 2006-QO7	751150AD5	\$79,746,000.00	\$46,373,963.28
RALI 2006-QO7	751150AH6	\$62,938,000.00	\$43,155,457.12
RALI 2006-QO7	751150AJ2	\$37,954,000.00	\$31,823,148.85
RALI 2006-QO7	751150AA1	\$31,093,476.00	\$17,397,420.69
RALI 2006-QO7	751150AB9	\$30,170,400.00	\$0.00
RALI 2006-QO8	75115FAS9	\$15,000,000.00	\$13,410,428.89
RALI 2006-QO9	75115HAN6	\$548,514,000.00	\$244,866,136.70
RALI 2006-QO9	75114PAC3	\$85,000,000.00	\$78,242,121.30
RALI 2006-QO9	75114PAE9	\$32,526,000.00	\$29,725,432.79
RALI 2006-QO9	75114PAD1	\$20,000,000.00	\$0.00
RALI 2006-QO9	75114PAA7	\$1,700,000.00	\$0.00
RALI 2006-QS1	761118SB5	\$20,000,000.00	\$4,511,999.30
RALI 2006-QS10	751155AS1	\$513,600,596.00	\$202,191,757.41

~~Exhibit 2~~

Deal Name	Cusip	Original Face	Current Face
RALI 2006-QS10	751155AP7	\$66,810,666.00	\$27,984,568.32
RALI 2006-QS10	751155AN2	\$16,810,666.00	\$7,041,379.28
RALI 2006-QS10	751155BE1	\$5,293,385.00	\$2,394,049.63
RALI 2006-QS11	75115EAK9	\$742,705,705.00	\$292,981,670.71
RALI 2006-QS11	75115EAA1	\$75,000,000.00	\$25,964,078.40
RALI 2006-QS11	75115EAU7	\$17,284,000.00	\$12,541,986.37
RALI 2006-QS11	75115EAJ2	\$5,521,342.00	\$2,324,932.29
RALI 2006-QS12	751151AA9	\$85,000,000.00	\$23,653,476.82
RALI 2006-QS12	751151AV3	\$40,744,973.00	\$16,204,202.42
RALI 2006-QS12	751151AD3	\$25,177,000.00	\$16,823,384.49
RALI 2006-QS12	751151AH4	\$20,000,000.00	\$12,894,300.88
RALI 2006-QS12	751151AG6	\$7,000,000.00	\$2,490,396.55
RALI 2006-QS12	751151AN1	\$4,902,666.00	\$3,160,822.53
RALI 2006-QS12	751151AZ4	\$2,005,760.00	\$869,484.71
RALI 2006-QS13	75115DAB1	\$166,039,000.00	\$67,600,793.51
RALI 2006-QS13	75115DAK1	\$3,338,000.00	\$2,380,881.47
RALI 2006-QS13	75115DAW5	\$416,200.00	\$0.00
RALI 2006-QS14	74922GAP9	\$75,000,000.00	\$36,177,132.08
RALI 2006-QS14	74922GAE4	\$15,384,616.00	\$5,888,961.17
RALI 2006-QS14	74922GAK0	\$5,547,285.00	\$3,700,068.19
RALI 2006-QS15	74922YAH8	\$538,578,792.00	\$198,276,918.80
RALI 2006-QS15	74922YAA3	\$32,000,000.00	\$13,526,228.62
RALI 2006-QS15	74922YAE5	\$14,697,000.00	\$10,271,178.35
RALI 2006-QS15	74922YAGO	\$1,839,075.00	\$832,070.31
RALI 2006-QS16	74922LAN3	\$752,079,933.00	\$305,603,568.00
RALI 2006-QS16	74922LAB9	\$175,025,250.00	\$76,262,869.36
RALI 2006-QS16	74922LAM5	\$1,212,939.00	\$552,090.55
RALI 2006-QS17	74922SAN8	\$537,005,668.00	\$226,619,000.60

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Deal Name	Cusip	Original Face	Current Face
RALI 2006-QS17	74922SAB4	\$106,635,250.00	\$48,060,333.03
RALI 2006-QS17	74922SAM0	\$1,096,065.00	\$575,380.35
RALI 2006-QS18	74922RAT7	\$323,635,781.00	\$139,882,051.83
RALI 2006-QS18	74922RAC4	\$116,032,000.00	\$40,782,334.44
RALI 2006-QS18	74922RAH3	\$95,475,000.00	\$42,676,095.43
RALI 2006-QS18	74922RAF7	\$50,000,000.00	\$27,934,478.00
RALI 2006-QS18	74922RAU4	\$4,914,900.00	\$2,070,377.21
RALI 2006-QS18	74922RAR1	\$4,660,000.00	\$1,566,628.68
RALI 2006-QS18	74922RAP5	\$2,690,000.00	\$904,341.45
RALI 2006-QS18	74922RAW0	\$355,377.00	\$126,490.53
RALI 2006-QS18	74922RAS9	\$190,116.00	\$67,893.62
RALI 2006-QS2	761118VE5	\$750,230,678.00	\$284,377,685.09
RALI 2006-QS2	761118VA3	\$106,430,000.00	\$24,450,553.43
RALI 2006-QS2	761118UQ9	\$29,500,000.00	\$7,869,950.30
RALI 2006-QS2	761118UL0	\$6,962,750.00	\$3,966,907.64
RALI 2006-QS3	761118XL7	\$44,229,000.00	\$10,354,862.86
RALI 2006-QS4	749228AA0	\$25,553,000.00	\$18,810,760.70
RALI 2006-QS4	749228AJ1	\$22,950,000.00	\$7,606,457.33
RALI 2006-QS4	749228AF9	\$10,000,000.00	\$2,887,863.25
RALI 2006-QS5	75114TAC5	\$40,000,000.00	\$22,359,144.40
RALI 2006-QS5	75114TAG6	\$40,000,000.00	\$11,252,254.86
RALI 2006-QS5	75114TAE1	\$33,909,000.00	\$24,211,856.97
RALI 2006-QS5	75114TAD3	\$20,000,000.00	\$14,280,490.12
RALI 2006-QS6	74922EAV1	\$687,937,102.00	\$251,254,688.86
RALI 2006-QS6	74922EAA7	\$80,000,000.00	\$27,441,141.52
RALI 2006-QS6	74922EAN9	\$16,669,000.00	\$5,377,690.43
RALI 2006-QS6	74922EAQ2	\$3,550,000.00	\$1,706,248.26
RALI 2006-QS6	74922EAB5	\$450,000.00	\$141,254.22

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Deal Name	Cusip	Original Face	Current Face
RALI 2006-QS7	748940AG8	\$537,508,457.00	\$183,210,935.57
RALI 2006-QS7	748940AA1	\$139,600,000.00	\$61,272,396.90
RALI 2006-QS7	748940AD5	\$21,600,000.00	\$2,342,135.29
RALI 2006-QS8	75115AAG6	\$966,346,145.00	\$358,507,110.84
RALI 2006-QS8	75115AAA9	\$116,485,000.00	\$53,072,729.63
RALI 2006-QS8	75115AAD3	\$46,230,000.00	\$6,454,293.07
RALI 2006-QS8	75115AAC5	\$20,244,000.00	\$14,211,605.10
RALI 2006-QS8	75115AAB7	\$11,095,000.00	\$7,788,863.79
RALI 2006-QS9	75115CAV9	\$430,619,725.00	\$159,083,945.73
RALI 2006-QS9	75115CAX5	\$109,497,733.00	\$29,470,634.42
RALI 2006-QS9	75115CAL1	\$12,000,000.00	\$4,012,813.55
RALI 2006-QS9	75115CAG2	\$10,755,650.00	\$7,918,511.54
RALI 2007-QA1	74923GAA1	\$72,495,000.00	\$23,605,918.30
RALI 2007-QA1	74923GAB9	\$13,670,000.00	\$11,076,037.14
RALI 2007-QA2	74922PAA2	\$40,000,000.00	\$11,737,116.63
RALI 2007-QA2	74922PAC8	\$990,054.00	\$372,967.93
RALI 2007-QA3	74923XAA4	\$69,000,000.00	\$32,903,829.06
RALI 2007-QA3	74923XAE6	\$24,709,272.00	\$0.00
RALI 2007-QA3	74923XAD8	\$21,064,872.00	\$0.00
RALI 2007-QA4	74923YAA2	\$92,000,000.00	\$30,567,648.30
RALI 2007-QA5	749236AE5	\$36,360,960.00	\$21,863,737.98
RALI 2007-QH1	74922HAA0	\$136,734,000.00	\$81,136,342.92
RALI 2007-QH1	74922HAB8	\$17,551,200.00	\$10,414,675.08
RALI 2007-QH2	74922JAA6	\$65,079,200.00	\$37,688,507.76
RALI 2007-QH2	74922JAB4	\$27,937,600.00	\$16,179,154.86
RALI 2007-QH3	74922WAA7	\$112,327,000.00	\$66,914,307.75
RALI 2007-QH4	74922TAA4	\$105,200,000.00	\$65,686,066.71
RALI 2007-QH4	74922TAB2	\$44,982,400.00	\$28,086,662.80

~~Exhibit 2~~

Deal Name	Cusip	Original Face	Current Face
RALI 2007-QH5	75116EAB8	\$49,048,800.00	\$29,934,676.82
RALI 2007-QH5	75116EAA0	\$30,000,000.00	\$18,662,898.88
RALI 2007-QH6	74922AAA5	\$146,600,000.00	\$93,053,705.84
RALI 2007-QH6	74922AAB3	\$56,000,000.00	\$35,545,753.94
RALI 2007-QH7	75115LAA5	\$45,957,480.00	\$30,250,782.69
RALI 2007-QH9	749241AA3	\$85,785,000.00	\$61,010,370.87
RALI 2007-QO1	75115YAA7	\$109,273,000.00	\$61,665,205.06
RALI 2007-QO2	75116AAA8	\$177,011,685.00	\$99,865,247.34
RALI 2007-QO2	75116AAB6	\$15,110,400.00	\$134,649.89
RALI 2007-QO2	75116AAC4	\$9,763,000.00	\$0.00
RALI 2007-QO3	74923TAA3	\$83,540,000.00	\$48,570,397.65
RALI 2007-QO4	74923LAB8	\$53,700,000.00	\$31,685,344.20
RALI 2007-QO4	74923LAC6	\$11,325,000.00	\$6,682,244.38
RALI 2007-QO4	74923LAD4	\$4,950,000.00	\$559,886.85
RALI 2007-QO4	74923LAA0	\$2,550,000.00	\$1,504,611.32
RALI 2007-QS1	74922KAW5	\$430,044,970.00	\$218,241,569.70
RALI 2007-QS1	74922KAY1	\$399,322,306.00	\$176,584,747.73
RALI 2007-QS1	74922KAH8	\$176,973,000.00	\$91,127,727.12
RALI 2007-QS1	74922KAB1	\$34,499,000.00	\$24,735,401.37
RALI 2007-QS1	74922KAQ8	\$28,309,600.00	\$12,559,903.46
RALI 2007-QS1	74922KAA3	\$15,000,000.00	\$4,615,688.06
RALI 2007-QS1	74922KAX3	\$12,521,309.00	\$5,501,832.67
RALI 2007-QS1	74922KAD7	\$5,000,000.00	\$3,742,650.74
RALI 2007-QS1	74922KAV7	\$1,462,542.00	\$678,091.50
RALI 2007-QS10	74924DAJ8	\$435,758,536.00	\$208,657,003.37
RALI 2007-QS10	74924DAA7	\$1,385,000.00	\$781,082.81
RALI 2007-QS11	74925GAA9	\$48,925,000.00	\$25,435,553.60
RALI 2007-QS2	74923CAJ1	\$527,443,546.00	\$245,235,300.67

~~Exhibit 2~~

Deal Name	Cusip	Original Face	Current Face
RALI 2007-QS2	74923CAC6	\$3,200,000.00	\$2,336,597.97
RALI 2007-QS3	75116BAH1	\$880,350,722.00	\$417,086,874.75
RALI 2007-QS3	75116BAB4	\$240,000,000.00	\$113,715,576.24
RALI 2007-QS3	75116BAE8	\$39,000,000.00	\$29,214,681.16
RALI 2007-QS4	74923HBG5	\$324,427,824.00	\$168,343,325.65
RALI 2007-QS4	74923HBC4	\$54,261,538.00	\$27,960,214.73
RALI 2007-QS4	74923HAX9	\$49,758,800.00	\$21,785,863.16
RALI 2007-QS4	74923HAE1	\$39,661,000.00	\$19,615,217.63
RALI 2007-QS4	74923HAM3	\$39,390,000.00	\$18,407,689.97
RALI 2007-QS4	74923HAT8	\$23,203,000.00	\$17,733,050.51
RALI 2007-QS4	74923HBA8	\$6,476,000.00	\$1,806,585.90
RALI 2007-QS4	74923HAL5	\$6,262,000.00	\$4,668,439.82
RALI 2007-QS5	74923JAR8	\$432,705,069.00	\$216,716,952.74
RALI 2007-QS5	74923JAHO	\$60,132,000.00	\$32,325,554.98
RALI 2007-QS5	74923JAB3	\$50,000,000.00	\$31,174,619.11
RALI 2007-QS6	75116CEX0	\$808,301,218.00	\$380,748,625.74
RALI 2007-QS6	75116CAA4	\$136,574,000.00	\$68,852,866.68
RALI 2007-QS6	75116CAM8	\$26,229,464.00	\$16,053,630.02
RALI 2007-QS6	75116CAF3	\$20,000,000.00	\$14,118,071.48
RALI 2007-QS6	75116CBW5	\$20,000,000.00	\$8,689,388.40
RALI 2007-QS6	75116CCP9	\$12,000,000.00	\$2,201,511.74
RALI 2007-QS7	74923WAQ1	\$272,791,973.00	\$110,798,856.26
RALI 2007-QS7	74923WAD0	\$43,289,000.00	\$34,178,110.29
RALI 2007-QS7	74923WAK4	\$13,127,000.00	\$6,630,867.56
RALI 2007-QS8	74922UAU7	\$651,756,520.00	\$339,202,596.54
RALI 2007-QS8	74922UAG8	\$149,706,000.00	\$79,462,008.05
RALI 2007-QS8	74922UAB9	\$80,869,000.00	\$45,123,122.09
RALI 2007-QS8	74922UAD5	\$67,500,000.00	\$50,600,873.81

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Deal Name	Cusip	Original Face	Current Face
RALI 2007-QS8	74922UAC7	\$48,500,000.00	\$36,357,664.89
RALI 2007-QS8	74922UAK9	\$13,398,000.00	\$6,198,497.30
RALI 2007-QS8	74922UAH6	\$9,000,000.00	\$4,580,867.16
RALI 2007-QS8	74922UAF0	\$2,000,000.00	\$1,139,863.16
RALI 2007-QS9	75116FBH1	\$124,938,462.00	\$69,396,893.15
RAMP 2004-RS1	760985N98	\$25,000,000.00	\$4,250,937.45
RAMP 2004-RS1	760985M81	\$18,787,000.00	\$10,234,615.98
RAMP 2004-RS1	760985M73	\$15,620,000.00	\$8,509,326.81
RAMP 2004-RS1	760985N49	\$8,125,000.00	\$4,049,657.12
RAMP 2004-RS10	76112BDS6	\$10,285,000.00	\$52,457.16
RAMP 2004-RS10	76112BDT4	\$7,100,000.00	\$7,100,000.00
RAMP 2004-RS11	76112BFJ4	\$1,000,000.00	\$534,232.03
RAMP 2004-RS12	76112BFS4	\$24,000,000.00	\$0.00
RAMP 2004-RS12	76112BFV7	\$6,000,000.00	\$6,000,000.00
RAMP 2004-RS12	76112BGD6	\$5,000,000.00	\$1,753,214.39
RAMP 2004-RS12	76112BGG9	\$4,500,000.00	\$4,500,000.00
RAMP 2004-RS12	76112BGF1	\$2,500,000.00	\$2,500,000.00
RAMP 2004-RS12	76112BGH7	\$1,000,000.00	\$691,053.22
RAMP 2004-RS2	760985Q38	\$37,636,000.00	\$27,464,180.05
RAMP 2004-RS2	760985Q46	\$8,000,000.00	\$2,794,027.52
RAMP 2004-RS2	760985R78	\$5,000,000.00	\$0.00
RAMP 2004-RS2	760985Q79	\$1,813,000.00	\$669,480.57
RAMP 2004-RS3	760985V32	\$31,030,000.00	\$22,819,704.28
RAMP 2004-RS4	7609853H2	\$45,200,000.00	\$11,871,960.89
RAMP 2004-RS4	7609852X8	\$39,042,000.00	\$27,219,888.92
RAMP 2004-RS4	7609852Y6	\$17,450,000.00	\$5,791,429.35
RAMP 2004-RS4	7609853J8	\$16,100,000.00	\$7,964,181.29
RAMP 2004-RS5	7609854A6	\$35,000,000.00	\$31,584,433.18

~~EXHIBIT D~~

Deal Name	Cusip	Original Face	Current Face
RAMP 2004-RS5	7609854G3	\$15,000,000.00	\$7,253,472.10
RAMP 2004-RS5	7609854H1	\$12,000,000.00	\$3,336,677.48
RAMP 2004-RS5	7609854K4	\$5,000,000.00	\$1,257,281.63
RAMP 2004-RS6	7609855L1	\$15,000,000.00	\$6,986,297.86
RAMP 2004-RS6	7609855M9	\$10,000,000.00	\$2,573,677.31
RAMP 2004-RS6	7609855B3	\$9,600,000.00	\$9,600,000.00
RAMP 2004-RS6	7609855A5	\$498,000.00	\$60,983.42
RAMP 2004-RS7	7609857K1	\$23,500,000.00	\$5,080,559.56
RAMP 2004-RS7	7609857E5	\$7,000,000.00	\$6,905,504.30
RAMP 2004-RS7	7609857D7	\$6,300,000.00	\$1,762,537.14
RAMP 2004-RS7	7609857F2	\$2,000,000.00	\$733,946.90
RAMP 2004-RS8	76112BAM2	\$15,000,000.00	\$10,667,161.62
RAMP 2004-RS8	76112BAE0	\$12,558,000.00	\$12,558,000.00
RAMP 2004-RS9	76112BCN8	\$24,000,000.00	\$6,748,169.67
RAMP 2004-RS9	76112BCM0	\$12,250,000.00	\$8,692,842.05
RAMP 2004-RS9	76112BCG3	\$5,000,000.00	\$4,983,526.55
RAMP 2004-RS9	76112BCQ1	\$4,200,000.00	\$869,627.56
RAMP 2004-RZ1	760985U25	\$69,100,000.00	\$6,711,476.93
RAMP 2004-RZ1	760985T92	\$18,208,000.00	\$4,464,317.45
RAMP 2004-RZ1	760985T84	\$8,304,000.00	\$5,611,962.62
RAMP 2004-RZ1	760985U58	\$6,487,000.00	\$2,272,796.22
RAMP 2004-RZ1	760985U33	\$2,000,000.00	\$671,187.13
RAMP 2004-RZ1	760985U66	\$2,000,000.00	\$584,166.15
RAMP 2004-RZ2	7609854S7	\$7,500,000.00	\$2,607,031.88
RAMP 2004-RZ3	76112BBK5	\$7,125,000.00	\$7,125,000.00
RAMP 2004-RZ3	76112BAZ3	\$6,500,000.00	\$6,500,000.00
RAMP 2004-RZ3	76112BAY6	\$6,000,000.00	\$1,360,675.10
RAMP 2004-RZ4	76112BHF0	\$209,980.00	\$1,232.59

~~Exhibit 2~~

Deal Name	Cusip	Original Face	Current Face
RAMP 2004-SL1	760985W98	\$59,393,000.00	\$3,798,887.10
RAMP 2004-SL1	760985W80	\$26,100,000.00	\$2,276,795.10
RAMP 2004-SL1	760985W72	\$19,207,000.00	\$4,038,457.76
RAMP 2004-SL1	760985W49	\$12,240,000.00	\$40,715.35
RAMP 2004-SL1	760985X30	\$7,537,000.00	\$3,884,725.97
RAMP 2004-SL1	760985W31	\$4,456,000.00	\$317,310.04
RAMP 2004-SL1	760985Z53	\$3,913,200.00	\$1,434,146.17
RAMP 2004-SL1	760985W56	\$3,800,000.00	\$86,596.30
RAMP 2004-SL1	760985Z61	\$1,750,000.00	\$641,356.48
RAMP 2004-SL1	760985Z79	\$1,206,600.00	\$442,206.18
RAMP 2004-SL2	7609856D8	\$70,387,665.00	\$10,997,043.59
RAMP 2004-SL2	7609856A4	\$37,152,866.00	\$345,479.93
RAMP 2004-SL2	7609856L0	\$10,585,236.00	\$5,525,040.91
RAMP 2004-SL3	76112BBQ2	\$67,265,000.00	\$8,217,605.29
RAMP 2004-SL3	76112BBS8	\$31,580,000.00	\$5,936,182.68
RAMP 2004-SL3	76112BBR0	\$26,396,000.00	\$3,000,422.20
RAMP 2004-SL3	76112BBP4	\$12,967,000.00	\$373,729.03
RAMP 2004-SL3	76112BBZ2	\$2,449,000.00	\$1,632,565.29
RAMP 2004-SL4	76112BGP9	\$22,140,000.00	\$5,298,944.25
RAMP 2004-SL4	76112BGM6	\$16,560,000.00	\$2,052,293.95
RAMP 2004-SL4	76112BGK0	\$9,000,000.00	\$205,866.16
RAMP 2004-SL4	76112BGU8	\$2,065,900.00	\$1,289,642.08
RAMP 2005-EFC1	76112BRU6	\$10,000,000.00	\$0.00
RAMP 2005-EFC1	76112BRN2	\$7,000,000.00	\$7,000,000.00
RAMP 2005-EFC1	76112BRL6	\$7,000,000.00	\$964,545.46
RAMP 2005-EFC1	76112BRM4	\$6,000,000.00	\$6,000,000.00
RAMP 2005-EFC2	76112BVP2	\$8,423,000.00	\$399,997.32
RAMP 2005-EFC2	76112BVW7	\$2,686,000.00	\$1,083,394.76

~~EXHIBIT D~~

Deal Name	Cusip	Original Face	Current Face
RAMP 2005-EFC2	76112BVQ0	\$1,331,000.00	\$1,331,000.00
RAMP 2005-EFC3	76112BZB9	\$22,125,000.00	\$690,888.33
RAMP 2005-EFC3	76112BYU8	\$10,347,000.00	\$10,347,000.00
RAMP 2005-EFC3	76112BYT1	\$9,626,000.00	\$2,267,116.70
RAMP 2005-EFC3	76112BYY0	\$6,000,000.00	\$6,000,000.00
RAMP 2005-EFC3	76112BYV6	\$4,069,272.00	\$4,069,272.00
RAMP 2005-EFC3	76112BZA1	\$2,708,000.00	\$2,708,000.00
RAMP 2005-EFC4	76112BD49	\$10,000,000.00	\$0.00
RAMP 2005-EFC4	76112BC40	\$7,000,000.00	\$7,000,000.00
RAMP 2005-EFC4	76112BC99	\$4,000,000.00	\$4,000,000.00
RAMP 2005-EFC5	76112BH29	\$43,812,500.00	\$1,694,703.72
RAMP 2005-EFC5	76112BJ43	\$15,000,000.00	\$0.00
RAMP 2005-EFC5	76112BH94	\$10,000,000.00	\$10,000,000.00
RAMP 2005-EFC5	76112BH86	\$5,000,000.00	\$5,000,000.00
RAMP 2005-EFC5	76112BH45	\$1,150,000.00	\$1,150,000.00
RAMP 2005-EFC5	76112BH52	\$215,000.00	\$215,000.00
RAMP 2005-EFC6	76112BK25	\$8,000,000.00	\$8,000,000.00
RAMP 2005-EFC6	76112BJ84	\$2,000,000.00	\$74,415.91
RAMP 2005-EFC7	76112BR69	\$35,000,000.00	\$10,865,648.22
RAMP 2005-RS1	76112BHX1	\$10,000,000.00	\$10,000,000.00
RAMP 2005-RS1	76112BJG6	\$9,690,000.00	\$5,592,509.34
RAMP 2005-RS1	76112BHW3	\$8,139,000.00	\$2,191,038.86
RAMP 2005-RS1	76112BHY9	\$4,165,000.00	\$2,171,564.87
RAMP 2005-RS1	76112BHZ6	\$2,300,000.00	\$2,167,784.09
RAMP 2005-RS1	76112BJB7	\$1,500,000.00	\$303,925.00
RAMP 2005-RS2	76112BKC3	\$390,000.00	\$390,000.00
RAMP 2005-RS2	76112BKE9	\$250,000.00	\$250,000.00
RAMP 2005-RS3	76112BLH1	\$10,487,000.00	\$10,487,000.00

~~EXHIBIT 2~~

Deal Name	Cusip	Original Face	Current Face
RAMP 2005-RS3	76112BLP3	\$5,587,000.00	\$5,587,000.00
RAMP 2005-RS3	76112BLK4	\$4,906,000.00	\$4,906,000.00
RAMP 2005-RS3	76112BLN8	\$2,000,000.00	\$2,000,000.00
RAMP 2005-RS4	76112BPC8	\$10,163,000.00	\$10,163,000.00
RAMP 2005-RS4	76112BPE4	\$4,875,000.00	\$4,875,000.00
RAMP 2005-RS5	76112BPT1	\$68,487,000.00	\$0.00
RAMP 2005-RS5	76112BPU8	\$20,289,000.00	\$9,743,425.98
RAMP 2005-RS5	76112BPX2	\$11,500,000.00	\$11,500,000.00
RAMP 2005-RS5	76112BPY0	\$8,750,000.00	\$8,750,000.00
RAMP 2005-RS5	76112BPW4	\$3,000,000.00	\$3,000,000.00
RAMP 2005-RS6	76112BTT7	\$16,331,672.00	\$16,331,672.00
RAMP 2005-RS6	76112BTS9	\$4,300,000.00	\$4,300,000.00
RAMP 2005-RS6	76112BTU4	\$1,154,024.00	\$1,154,024.00
RAMP 2005-RS7	76112BWV8	\$40,000,000.00	\$38,259,748.80
RAMP 2005-RS8	76112BZF0	\$178,300,000.00	\$14,305,744.67
RAMP 2005-RS8	76112BZK9	\$10,000,000.00	\$10,000,000.00
RAMP 2005-RS8	76112BZL7	\$3,983,000.00	\$3,983,000.00
RAMP 2005-RS8	76112BZM5	\$3,650,000.00	\$3,291,310.31
RAMP 2005-RS8	76112BZJ2	\$283,000.00	\$283,000.00
RAMP 2005-RS9	76112BL81	\$10,000,000.00	\$8,059,257.28
RAMP 2005-RZ1	76112BMC1	\$3,075,000.00	\$2,098,810.64
RAMP 2005-RZ3	76112BA42	\$7,350,000.00	\$7,350,000.00
RAMP 2005-RZ3	76112BZY9	\$7,026,430.00	\$703,995.75
RAMP 2005-RZ3	76112BZZ6	\$5,613,000.00	\$5,613,000.00
RAMP 2005-RZ3	76112BA26	\$5,000,000.00	\$5,000,000.00
RAMP 2005-RZ4	76112BM72	\$26,754,000.00	\$4,692,449.07
RAMP 2005-RZ4	76112BM98	\$14,875,000.00	\$14,875,000.00
RAMP 2005-RZ4	76112BN48	\$10,000,000.00	\$8,983,103.67

~~EXHIBIT 2~~

Deal Name	Cusip	Original Face	Current Face
RAMP 2005-SL1	76112BMS6	\$75,776,000.00	\$19,885,673.00
RAMP 2005-SL1	76112BMQ0	\$31,744,200.00	\$4,887,379.83
RAMP 2005-SL1	76112BMR8	\$19,354,700.00	\$3,443,455.02
RAMP 2005-SL1	76112BMX5	\$4,076,800.00	\$2,772,231.49
RAMP 2005-SL1	76112BMY3	\$3,520,100.00	\$1,387,971.71
RAMP 2005-SL1	76112BMM9	\$2,475,000.00	\$124,972.77
RAMP 2005-SL2	76112BUW8	\$24,780,000.00	\$3,625,312.73
RAMP 2005-SL2	76112BUZ1	\$22,145,000.00	\$6,150,778.47
RAMP 2005-SL2	76112BUX6	\$7,350,000.00	\$1,820,921.93
RAMP 2005-SL2	76112BUV0	\$7,000,000.00	\$225,530.58
RAMP 2005-SL2	76112BVE7	\$3,802,100.00	\$2,339,862.75
RAMP 2005-SL2	76112BVF4	\$3,039,400.00	\$1,879,059.71
RAMP 2005-SL2	76112BUY4	\$2,519,000.00	\$630,889.68
RAMP 2005-SL2	76112BVB3	\$1,390,306.00	\$165,401.78
RAMP 2006-EFC1	76112BW63	\$37,500,000.00	\$0.00
RAMP 2006-EFC1	76112BW71	\$12,000,000.00	\$0.00
RAMP 2006-EFC1	76112BW22	\$5,490,000.00	\$5,490,000.00
RAMP 2006-EFC1	76112BW30	\$4,941,000.00	\$905,766.99
RAMP 2006-EFC2	749238AC5	\$18,602,000.00	\$17,988,378.45
RAMP 2006-EFC2	749238AN1	\$15,000,000.00	\$0.00
RAMP 2006-EFC2	749238AM3	\$5,000,000.00	\$0.00
RAMP 2006-NC1	76112BW97	\$50,250,000.00	\$8,776,894.05
RAMP 2006-NC1	76112BX39	\$5,640,000.00	\$5,640,000.00
RAMP 2006-NC1	76112BX88	\$3,000,000.00	\$0.00
RAMP 2006-NC2	75156TAB6	\$171,575,000.00	\$48,833,327.80
RAMP 2006-NC2	75156TAC4	\$4,650,000.00	\$4,650,000.00
RAMP 2006-NC2	75156TAF7	\$3,000,000.00	\$1,111,675.97
RAMP 2006-NC2	75156TAE0	\$2,930,000.00	\$2,930,000.00

~~EXHIBIT 2~~

Deal Name	Cusip	Original Face	Current Face
RAMP 2006-NC3	76112B4M9	\$67,650,000.00	\$22,832,994.66
RAMP 2006-RS1	76112BT83	\$142,400,000.00	\$36,539,890.17
RAMP 2006-RS1	76112BU32	\$15,600,000.00	\$11,737,559.27
RAMP 2006-RS1	76112BU65	\$5,500,000.00	\$0.00
RAMP 2006-RS1	76112BU73	\$2,700,000.00	\$0.00
RAMP 2006-RS2	76112B2C3	\$134,820,000.00	\$31,687,030.73
RAMP 2006-RS2	76112B2D1	\$60,007,000.00	\$60,007,000.00
RAMP 2006-RS2	76112B2E9	\$4,588,982.00	\$4,588,982.00
RAMP 2006-RS2	76112B2F6	\$3,800,000.00	\$2,042,152.39
RAMP 2006-RS3	75156VAC9	\$96,683,000.00	\$51,649,918.42
RAMP 2006-RS4	75156WAC7	\$49,300,000.00	\$31,390,699.96
RAMP 2006-RS4	75156WAH6	\$3,000,000.00	\$0.00
RAMP 2006-RS5	75156YAC3	\$60,000,000.00	\$28,985,681.95
RAMP 2006-RS6	75156QAD8	\$30,000,000.00	\$24,641,532.69
RAMP 2006-RS6	75156QAC0	\$29,896,749.00	\$21,652,198.23
RAMP 2006-RZ1	76112BY87	\$131,402,000.00	\$12,358,474.17
RAMP 2006-RZ1	76112BZ29	\$8,000,000.00	\$8,000,000.00
RAMP 2006-RZ1	76112BZ78	\$4,000,000.00	\$790,133.61
RAMP 2006-RZ2	75156UAC1	\$17,155,000.00	\$17,155,000.00
RAMP 2006-RZ2	75156UAB3	\$8,044,000.00	\$2,651,464.94
RAMP 2006-RZ2	75156UAD9	\$2,688,000.00	\$2,688,000.00
RAMP 2006-RZ3	75156MAD7	\$28,200,000.00	\$28,200,000.00
RAMP 2006-RZ3	75156MAB1	\$15,000,000.00	\$6,964,323.19
RAMP 2006-RZ3	75156MAE5	\$8,300,000.00	\$2,000,000.00
RAMP 2006-RZ3	75156MAF2	\$7,000,000.00	\$648,304.96
RAMP 2006-RZ3	75156MAJ4	\$6,425,000.00	\$0.00
RAMP 2006-RZ3	75156MAH8	\$6,300,000.00	\$0.00
RAMP 2006-RZ3	75156MAG0	\$4,845,000.00	\$0.00

~~EXHIBIT 2~~

Deal Name	Cusip	Original Face	Current Face
RAMP 2006-RZ4	75156XAD3	\$46,910,000.00	\$46,910,000.00
RAMP 2006-RZ4	75156XAE1	\$30,080,000.00	\$30,080,000.00
RAMP 2006-RZ4	75156XAF8	\$18,480,000.00	\$3,358,082.81
RAMP 2006-RZ4	75156XAG6	\$16,720,000.00	\$0.00
RAMP 2006-RZ4	75156XAH4	\$15,840,000.00	\$0.00
RAMP 2006-RZ4	75156XAJO	\$14,520,000.00	\$0.00
RAMP 2006-RZ4	75156XAK7	\$12,276,000.00	\$0.00
RAMP 2006-RZ4	75156XAB7	\$11,789,318.55	\$6,131,176.89
RAMP 2006-RZ4	75156XAC5	\$4,340,620.00	\$4,340,620.00
RAMP 2007-RS1	74923RAC3	\$124,951,000.00	\$115,619,555.84
RAMP 2007-RS1	74923RAD1	\$35,287,000.00	\$35,287,000.00
RAMP 2007-RS2	75157DAB0	\$41,000,000.00	\$39,311,086.50
RAMP 2007-RZ1	74923PAB9	\$21,095,000.00	\$17,633,169.86
RASC 2004-KS1	74924PAM4	\$35,000,000.00	\$12,974,124.62
RASC 2004-KS1	74924PAJ1	\$5,600,000.00	\$2,170,170.60
RASC 2004-KS1	74924PAE2	\$5,600,000.00	\$5,600,000.00
RASC 2004-KS1	74924PAP7	\$2,000,000.00	\$175,688.65
RASC 2004-KS1	74924PAH5	\$1,200,000.00	\$408,896.22
RASC 2004-KS1	74924PAN2	\$250,000.00	\$25,974.26
RASC 2004-KS10	76110WG42	\$9,900,000.00	\$1,885,334.31
RASC 2004-KS10	76110WG26	\$9,000,000.00	\$248,459.25
RASC 2004-KS10	76110WG34	\$7,000,000.00	\$4,017,062.86
RASC 2004-KS12	76110WK88	\$6,080,000.00	\$4,100,825.15
RASC 2004-KS12	76110WK96	\$4,000,000.00	\$1,245,830.81
RASC 2004-KS2	76110WWN2	\$14,000,000.00	\$5,165,401.79
RASC 2004-KS2	76110WWF9	\$7,500,000.00	\$7,500,000.00
RASC 2004-KS2	76110WWJ1	\$5,375,000.00	\$2,156,614.40
RASC 2004-KS2	76110WWP7	\$5,000,000.00	\$621,133.75

~~EXHIBIT D~~

Deal Name	Cusip	Original Face	Current Face
RASC 2004-KS2	76110WWK8	\$4,925,000.00	\$1,976,060.57
RASC 2004-KS2	76110WWG7	\$4,650,000.00	\$2,211,633.14
RASC 2004-KS2	76110WWH5	\$4,000,000.00	\$1,585,883.38
RASC 2004-KS2	76110WWE2	\$2,500,000.00	\$488,314.34
RASC 2004-KS3	76110WXG6	\$10,000,000.00	\$1,246,623.21
RASC 2004-KS3	76110WWY8	\$8,750,000.00	\$8,750,000.00
RASC 2004-KS3	76110WXF8	\$8,375,000.00	\$4,333,577.19
RASC 2004-KS4	76110WXR2	\$9,700,000.00	\$9,700,000.00
RASC 2004-KS5	76110WYM2	\$22,000,000.00	\$12,612,981.40
RASC 2004-KS5	76110WYP5	\$10,500,000.00	\$2,011.47
RASC 2004-KS5	76110WYN0	\$10,000,000.00	\$1,744,124.42
RASC 2004-KS5	76110WYD2	\$6,500,000.00	\$6,500,000.00
RASC 2004-KS5	76110WYC4	\$3,000,000.00	\$1,193,005.49
RASC 2004-KS6	76110WZX7	\$30,000,000.00	\$16,829,922.95
RASC 2004-KS6	76110WZY5	\$10,000,000.00	\$1,831,497.43
RASC 2004-KS6	76110WZN9	\$6,617,000.00	\$6,617,000.00
RASC 2004-KS6	76110WZP4	\$3,000,000.00	\$1,450,954.21
RASC 2004-KS7	76110WA89	\$21,400,000.00	\$12,385,721.03
RASC 2004-KS8	76110WD52	\$3,700,000.00	\$2,018,663.02
RASC 2004-KS8	76110WC79	\$3,000,000.00	\$1,460,155.29
RASC 2004-KS8	76110WC95	\$2,300,000.00	\$1,461,157.45
RASC 2004-KS9	76110WF35	\$55,700,000.00	\$3,457,637.87
RASC 2004-KS9	76110WE69	\$11,000,000.00	\$11,000,000.00
RASC 2004-KS9	76110WE51	\$9,000,000.00	\$2,649,471.57
RASC 2005-AHL1	76110W4E3	\$3,000,000.00	\$2,718,787.55
RASC 2005-AHL1	76110W4J2	\$500,000.00	\$500,000.00
RASC 2005-AHL1	76110W4G8	\$62,994.00	\$62,994.00
RASC 2005-AHL2	76110W5G7	\$12,150,000.00	\$12,150,000.00

~~EXHIBIT D~~

Deal Name	Cusip	Original Face	Current Face
RASC 2005-AHL2	76110W5J1	\$2,200,000.00	\$2,200,000.00
RASC 2005-AHL2	76110W5K8	\$1,500,000.00	\$1,500,000.00
RASC 2005-AHL3	76110W6P6	\$128,579.00	\$128,579.00
RASC 2005-EMX1	76110WQ82	\$3,000,000.00	\$658,760.28
RASC 2005-EMX1	76110WQ90	\$3,000,000.00	\$658,760.28
RASC 2005-EMX1	76110WR24	\$3,000,000.00	\$0.00
RASC 2005-EMX2	76110W2G0	\$8,472,869.00	\$8,472,869.00
RASC 2005-EMX2	76110W2P0	\$7,500,000.00	\$0.00
RASC 2005-EMX2	76110W2J4	\$6,450,000.00	\$6,450,000.00
RASC 2005-EMX3	75405MAG9	\$12,285,000.00	\$12,285,000.00
RASC 2005-EMX3	75405MAK0	\$5,000,000.00	\$5,000,000.00
RASC 2005-EMX3	75405MAF1	\$1,000,000.00	\$787,080.49
RASC 2005-EMX4	76110W5X0	\$89,140,000.00	\$47,097.08
RASC 2005-EMX4	76110W6A9	\$13,540,000.00	\$13,540,000.00
RASC 2005-EMX4	76110W5Z5	\$13,300,000.00	\$13,300,000.00
RASC 2005-EMX4	76110W6E1	\$10,000,000.00	\$6,085,765.73
RASC 2005-KS1	76110WM37	\$8,000,000.00	\$6,643,118.40
RASC 2005-KS10	75405WAC6	\$12,372,000.00	\$12,372,000.00
RASC 2005-KS10	75405WAB8	\$5,000,000.00	\$215,212.70
RASC 2005-KS10	75405WAF9	\$5,000,000.00	\$5,000,000.00
RASC 2005-KS10	75405WAG7	\$4,000,000.00	\$4,000,000.00
RASC 2005-KS10	75405WAJ1	\$3,500,000.00	\$2,149,073.44
RASC 2005-KS10	75405WAE2	\$1,340,000.00	\$1,340,000.00
RASC 2005-KS11	76110W7A8	\$16,019,000.00	\$0.00
RASC 2005-KS11	76110W7D2	\$16,000,000.00	\$16,000,000.00
RASC 2005-KS11	76110W7E0	\$5,750,000.00	\$5,750,000.00
RASC 2005-KS11	76110W7F7	\$3,000,000.00	\$3,000,000.00
RASC 2005-KS12	753910AB4	\$167,090,000.00	\$17,556,283.74

~~EXHIBIT D~~

Deal Name	Cusip	Original Face	Current Face
RASC 2005-KS12	753910AL2	\$20,000,000.00	\$0.00
RASC 2005-KS12	753910AD0	\$5,535,000.00	\$5,535,000.00
RASC 2005-KS12	753910AC2	\$5,087,000.00	\$5,087,000.00
RASC 2005-KS12	753910AK4	\$1,500,000.00	\$0.00
RASC 2005-KS2	76110WN69	\$10,000,000.00	\$8,517,521.30
RASC 2005-KS3	76110WS31	\$3,000,000.00	\$2,526,840.01
RASC 2005-KS3	76110WS72	\$1,600,000.00	\$1,107,505.79
RASC 2005-KS3	76110WS98	\$1,000,000.00	\$215,051.64
RASC 2005-KS4	76110WU61	\$11,427,000.00	\$7,496,139.14
RASC 2005-KS4	76110WV37	\$7,500,000.00	\$0.00
RASC 2005-KS4	76110WU87	\$500,000.00	\$500,000.00
RASC 2005-KS5	76110WW69	\$5,406,000.00	\$1,974,207.99
RASC 2005-KS5	76110WW77	\$2,762,000.00	\$2,762,000.00
RASC 2005-KS5	76110WX50	\$1,702,000.00	\$571,060.72
RASC 2005-KS6	76110WZ58	\$32,000,000.00	\$0.00
RASC 2005-KS6	76110WZ66	\$7,500,000.00	\$2,657,940.71
RASC 2005-KS6	76110WY75	\$4,000,000.00	\$4,000,000.00
RASC 2005-KS6	76110WY67	\$3,292,000.00	\$650,130.62
RASC 2005-KS6	76110WY91	\$2,500,000.00	\$2,500,000.00
RASC 2005-KS6	76110WY83	\$1,750,000.00	\$1,750,000.00
RASC 2005-KS7	76110W2V7	\$10,000,000.00	\$0.00
RASC 2005-KS7	76110W3F1	\$7,500,000.00	\$2,120,843.66
RASC 2005-KS7	76110W2Z8	\$4,001,000.00	\$4,001,000.00
RASC 2005-KS7	76110W2X3	\$3,402,000.00	\$2,692,926.21
RASC 2005-KS7	76110W3C8	\$2,000,000.00	\$2,000,000.00
RASC 2005-KS7	76110W3B0	\$2,000,000.00	\$2,000,000.00
RASC 2005-KS7	76110W2Y1	\$1,202,000.00	\$1,202,000.00
RASC 2005-KS8	76110W3X2	\$11,800,000.00	\$11,800,000.00

~~EXHIBIT D~~

Deal Name	Cusip	Original Face	Current Face
RASC 2005-KS8	76110W3T1	\$7,000,000.00	\$7,000,000.00
RASC 2005-KS8	76110W3S3	\$3,000,000.00	\$3,000,000.00
RASC 2005-KS8	76110W3Y0	\$2,000,000.00	\$593,521.53
RASC 2005-KS9	754058AB1	\$28,000,000.00	\$0.00
RASC 2005-KS9	754058AL9	\$3,250,000.00	\$3,250,000.00
RASC 2005-KS9	754058AG0	\$3,000,000.00	\$3,000,000.00
RASC 2005-KS9	754058AF2	\$1,779,941.00	\$1,779,941.00
RASC 2006-EMX1	75405KAB4	\$14,030,000.00	\$1,616,111.92
RASC 2006-EMX1	75405KAL2	\$12,500,000.00	\$0.00
RASC 2006-EMX1	75405KAG3	\$3,140,000.00	\$2,093,861.13
RASC 2006-EMX1	75405KAF5	\$3,020,000.00	\$3,020,000.00
RASC 2006-EMX2	75406AAD1	\$6,000,000.00	\$6,000,000.00
RASC 2006-EMX3	76113ABZ3	\$240,966,000.00	\$75,932,650.56
RASC 2006-EMX3	76113ACA7	\$5,502,500.00	\$5,502,500.00
RASC 2006-EMX3	76113ACK5	\$2,500,000.00	\$0.00
RASC 2006-EMX4	75406DAB9	\$58,534,000.00	\$0.00
RASC 2006-EMX4	75406DAC7	\$24,350,000.00	\$16,180,658.09
RASC 2006-EMX4	75406DAN3	\$12,500,000.00	\$0.00
RASC 2006-EMX4	75406DAD5	\$6,000,000.00	\$6,000,000.00
RASC 2006-EMX4	75406DAK9	\$6,000,000.00	\$0.00
RASC 2006-EMX4	75406DAL7	\$3,145,000.00	\$0.00
RASC 2006-EMX5	74924QAB6	\$59,202,000.00	\$0.00
RASC 2006-EMX5	74924QAD2	\$10,000,000.00	\$10,000,000.00
RASC 2006-EMX6	754065AB6	\$67,037,000.00	\$0.00
RASC 2006-EMX6	754065AC4	\$49,343,000.00	\$45,555,445.04
RASC 2006-EMX6	754065AD2	\$15,000,000.00	\$15,000,000.00
RASC 2006-EMX6	754065AM2	\$15,000,000.00	\$0.00
RASC 2006-EMX6	754065AE0	\$11,800,000.00	\$11,800,000.00

~~EXHIBIT D~~

Deal Name	Cusip	Original Face	Current Face
RASC 2006-EMX6	754065AF7	\$5,250,000.00	\$1,131,017.83
RASC 2006-EMX6	754065AG5	\$5,190,000.00	\$0.00
RASC 2006-EMX7	74924TAC8	\$20,637,000.00	\$19,937,332.19
RASC 2006-EMX8	74924UAC5	\$62,625,000.00	\$62,625,000.00
RASC 2006-EMX8	74924UAB7	\$62,403,000.00	\$12,827,894.05
RASC 2006-EMX9	74924VAP4	\$25,000,000.00	\$0.00
RASC 2006-EMX9	74924VAC3	\$17,650,000.00	\$17,650,000.00
RASC 2006-EMX9	74924VAD1	\$10,000,000.00	\$10,000,000.00
RASC 2006-KS1	76113AAE1	\$66,000,000.00	\$13,637,028.25
RASC 2006-KS1	76113AAF8	\$25,903,000.00	\$25,903,000.00
RASC 2006-KS1	76113AAG6	\$12,581,240.00	\$12,581,240.00
RASC 2006-KS1	76113AAH4	\$5,000,000.00	\$5,000,000.00
RASC 2006-KS1	76113AAK7	\$4,500,000.00	\$4,500,000.00
RASC 2006-KS1	76113AAL5	\$1,800,000.00	\$0.00
RASC 2006-KS2	75406BAC1	\$145,996,000.00	\$17,774,224.09
RASC 2006-KS2	75406BAF4	\$23,500,000.00	\$23,500,000.00
RASC 2006-KS2	75406BAM9	\$20,000,000.00	\$0.00
RASC 2006-KS2	75406BAE7	\$14,230,000.00	\$14,230,000.00
RASC 2006-KS2	75406BAG2	\$7,000,000.00	\$7,000,000.00
RASC 2006-KS2	75406BAJ6	\$2,500,000.00	\$369,659.25
RASC 2006-KS3	76113ABH3	\$25,860,000.00	\$5,817,588.96
RASC 2006-KS3	76113ABJ9	\$13,000,000.00	\$13,000,000.00
RASC 2006-KS3	76113ABL4	\$12,700,000.00	\$12,700,000.00
RASC 2006-KS3	76113ABM2	\$7,500,000.00	\$7,500,000.00
RASC 2006-KS4	75406EAC5	\$32,000,000.00	\$14,997,549.10
RASC 2006-KS4	75406EAM3	\$32,000,000.00	\$0.00
RASC 2006-KS4	75406EAD3	\$17,038,000.00	\$17,038,000.00
RASC 2006-KS4	75406EAN1	\$10,000,000.00	\$0.00

~~EXHIBIT 2~~

Deal Name	Cusip	Original Face	Current Face
RASC 2006-KS4	75406EAL5	\$4,506,000.00	\$0.00
RASC 2006-KS4	75406EAK7	\$4,500,000.00	\$0.00
RASC 2006-KS5	75406VAC7	\$112,480,000.00	\$85,334,703.13
RASC 2006-KS5	75406VAD5	\$20,328,000.00	\$20,328,000.00
RASC 2006-KS5	75406VAE3	\$12,300,000.00	\$12,300,000.00
RASC 2006-KS5	75406VAM5	\$10,000,000.00	\$0.00
RASC 2006-KS6	75406WAD3	\$44,198,000.00	\$44,198,000.00
RASC 2006-KS6	75406WAC5	\$36,634,000.00	\$28,645,927.34
RASC 2006-KS6	75406WAE1	\$9,000,000.00	\$9,000,000.00
RASC 2006-KS6	75406WAN1	\$7,500,000.00	\$0.00
RASC 2006-KS6	75406WAF8	\$5,857,200.00	\$0.00
RASC 2006-KS6	75406WAG6	\$5,000,000.00	\$2,554,982.64
RASC 2006-KS7	75406XAC3	\$59,482,000.00	\$45,981,407.94
RASC 2006-KS8	74924RAC2	\$83,565,000.00	\$83,565,000.00
RASC 2006-KS8	74924RADO	\$66,063,000.00	\$66,063,000.00
RASC 2006-KS8	74924RAE8	\$20,112,000.00	\$20,112,000.00
RASC 2006-KS8	74924RAF5	\$18,183,000.00	\$5,786,351.72
RASC 2006-KS8	74924RAH1	\$9,918,000.00	\$0.00
RASC 2006-KS8	74924RAJ7	\$9,643,000.00	\$0.00
RASC 2006-KS8	74924RAL2	\$6,888,000.00	\$0.00
RASC 2006-KS9	75406YAC1	\$55,000,000.00	\$55,000,000.00
RASC 2006-KS9	75406YAN7	\$16,000,000.00	\$0.00
RASC 2006-KS9	75406YAB3	\$15,000,000.00	\$4,416,184.11
RASC 2007-KS1	74924SAC0	\$49,055,000.00	\$49,055,000.00
RASC 2007-KS1	74924SAM8	\$7,500,000.00	\$0.00
RASC 2007-KS1	74924SAF3	\$2,200,000.00	\$892,457.77
RASC 2007-KS2	74924WAC1	\$20,515,000.00	\$20,515,000.00
RASC 2007-KS2	74924WAN7	\$10,000,000.00	\$0.00

~~EXHIBIT D~~

Deal Name	Cusip	Original Face	Current Face
RASC 2007-KS2	74924WAB3	\$2,500,000.00	\$1,767,024.92
RASC 2007-KS3	74924YAC7	\$59,000,000.00	\$59,000,000.00
RASC 2007-KS3	74924YAB9	\$50,082,000.00	\$40,089,756.05
RASC 2007-KS3	74924YAN3	\$7,500,000.00	\$0.00
RASC 2007-KS3	74924YAD5	\$1,300,000.00	\$1,300,000.00
RASC 2007-KS4	74924NAB3	\$17,500,000.00	\$17,069,776.48
RASC 2007-KS4	74924NAF4	\$800,000.00	\$520,957.22
RFMS2 2004-HI1	76110VPR3	\$12,774,000.00	\$4,751,831.60
RFMS2 2004-HI1	76110VPT9	\$5,450,000.00	\$1,064,924.17
RFMS2 2004-HI1	76110VPU6	\$3,400,000.00	\$664,356.35
RFMS2 2004-HI1	76110VPV4	\$2,350,000.00	\$459,187.47
RFMS2 2004-HI1	76110VPW2	\$1,125,000.00	\$219,823.78
RFMS2 2004-HI2	76110VQSO	\$20,161,000.00	\$9,075,943.11
RFMS2 2004-HS1	76110VQC5	\$15,000,000.00	\$2,755,832.82
RFMS2 2004-HS1	76110VQA9	\$13,000,000.00	\$1,993,461.67
RFMS2 2004-HS2	76110VQM3	\$76,000,000.00	\$3,907,872.57
RFMS2 2004-HS2	76110VQJ0	\$20,000,000.00	\$1,701,635.17
RFMS2 2005-HI1	76110VRC4	\$10,000,000.00	\$0.00
RFMS2 2005-HI1	76110VRD2	\$8,000,000.00	\$4,684,516.07
RFMS2 2005-HI2	76110VRJ9	\$10,154,000.00	\$8,942,174.33
RFMS2 2005-HI2	76110VRH3	\$7,000,000.00	\$0.00
RFMS2 2005-HI3	76110VSG4	\$12,425,000.00	\$12,425,000.00
RFMS2 2005-HI3	76110VSF6	\$2,325,000.00	\$2,271,137.38
RFMS2 2005-HI3	76110VSK5	\$1,649,900.00	\$1,649,900.00
RFMS2 2005-HS1	76110VRV2	\$25,000,000.00	\$0.00
RFMS2 2005-HS1	76110VRX8	\$75,000.00	\$75,000.00
RFMS2 2006-HI1	76110VTY4	\$8,150,000.00	\$8,150,000.00
RFMS2 2006-HI1	76110TVT0	\$6,614,000.00	\$0.07

~~EXHIBIT D~~

Deal Name	Cusip	Original Face	Current Face
RFMS2 2006-HI1	76110VUE6	\$2,850,000.00	\$1,088,434.73
RFMS2 2006-HI2	437185AC5	\$13,200,000.00	\$676,849.37
RFMS2 2006-HI2	437185AB7	\$1,000,000.00	\$0.00
RFMS2 2006-HI3	43718NAC6	\$28,586,000.00	\$7,896,366.81
RFMS2 2006-HI4	43718MAD6	\$15,000,000.00	\$15,000,000.00
RFMS2 2006-HSA1	76110VTC2	\$141,919,000.00	\$0.00
RFMS2 2006-HSA1	76110VTDO	\$21,000,000.00	\$0.00
RFMS2 2006-HSA1	76110VTF5	\$167,000.00	\$133,537.22
RFMS2 2006-HSA1	76110VTE8	\$155,000.00	\$100,955.24
RFMS2 2006-HSA2	76110VTM0	\$51,175,000.00	\$0.00
RFMS2 2006-HSA2	76110VTR9	\$14,715,000.00	\$11,050,206.92
RFMS2 2006-HSA2	76110VTN8	\$9,000,000.00	\$0.00
RFMS2 2006-HSA2	76110VTQ1	\$7,095,000.00	\$7,095,000.00
RFMS2 2006-HSA2	76110VTS7	\$982,000.00	\$183,046.86
RFMS2 2006-HSA2	76110VTP3	\$125,000.00	\$98,607.09
RFMS2 2006-HSA3	76113JAA0	\$28,340,000.00	\$3,794,398.22
RFMS2 2007-HI1	43718WAA0	\$44,889,001.00	\$0.00
RFMS2 2007-HI1	43718WAC6	\$5,980,000.00	\$5,980,000.00
RFMS2 2007-HSA2	43710RAG6	\$44,000,000.00	\$40,496,137.59
RFMS2 2007-HSA2	43710RAF8	\$35,478,000.00	\$35,478,000.00
RFMS2 2007-HSA3	43710WAF7	\$31,124,000.00	\$29,001,862.14
RFMS2 2007-HSA3	43710WAE0	\$15,000,000.00	\$15,000,000.00
RFMSI 2004-S1	76111XFD0	\$18,000,000.00	\$22,473,117.36
RFMSI 2004-S1	76111XFP3	\$923,100.00	\$454,463.80
RFMSI 2004-S2	76111XFT5	\$38,116,146.00	\$0.00
RFMSI 2004-S4	76111XHA4	\$21,141,000.00	\$19,759,000.00
RFMSI 2004-S4	76111XHD8	\$19,898,000.00	\$5,859,179.43
RFMSI 2004-S4	76111XHZ9	\$4,314,300.00	\$2,174,004.42

~~EXHIBIT 2~~

Deal Name	Cusip	Original Face	Current Face
RFMSI 2004-S4	76111XJB0	\$616,400.00	\$313,426.53
RFMSI 2004-S5	76111XJR5	\$20,700,000.00	\$0.00
RFMSI 2004-S5	76111XJW4	\$16,913,000.00	\$26,170,381.86
RFMSI 2004-S5	76111XJZ7	\$784,000.00	\$436,611.67
RFMSI 2004-S5	76111XJX2	\$184,000.00	\$284,712.96
RFMSI 2004-S5	76111XKT9	\$101,200.00	\$32,761.02
RFMSI 2004-S6	76111XNB5	\$155,008,185.00	\$20,344,185.28
RFMSI 2004-S6	76111XLX9	\$17,415,332.00	\$11,356,460.48
RFMSI 2004-S6	76111XLZ4	\$10,553,000.00	\$10,553,000.00
RFMSI 2004-S6	76111XLR2	\$2,025,000.00	\$1,584,967.05
RFMSI 2004-S7	76111XNQ2	\$105,288.00	\$37,571.49
RFMSI 2004-S8	76111XNZ2	\$15,300,000.00	\$20,107,246.52
RFMSI 2004-S9	76111XRL9	\$127,000,000.00	\$15,980,771.71